



Town of
WARSAW
Heart of Virginia's Northern Neck

Town Council Meeting Agenda

March 13, 2025 at 6:00 PM

Council Chambers - 78 Belle Ville Lane

www.townofwarsaw.com

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Consent Agenda**
 - [a.](#) Agenda
 - [b.](#) Minutes – February 2025
 - [c.](#) Financial Report – February 2025
4. **Public Hearing**
 - [a.](#) Public Hearing - Budget Amendment - \$150,000 increase in revenues/expenses due to Wastewater Appropriation.
5. **Public Hearing**
 - [a.](#) Public Hearing - Disposal of Public Property - Proposed option to lease certain real property owned by the Town. The property in question consists of approximately 200+/- acres and is a part of the larger tract owned by the Town, designated as Richmond County tax map #24-65 and #24-121, and being generally located between Wellford's Wharf Road, Historyland Highway, and Totuskey Creek.
6. **Public Comment**
7. **Reports**
 - [a.](#) Mayor's Report
 - [b.](#) Town Manager's Report
 - [c.](#) Police Report
 - [d.](#) Director of Public Works Report
 - [e.](#) Council Committee Reports
 - [f.](#) Planning Commission Report
 - [g.](#) Northern Neck Regional Jail Report
8. **Old Business**
 - [a.](#) Reports
 - i. 74 Main Street
 - ii. Well Replacement Project
 - iii. DHCD Housing Project
9. **New Business**

- a. Resolution to Reappoint Housing Rehab Board with the following members: Joseph Quesenberry, Melissa Coates, Jesse Schools, Clay Woolard, Ogle Forrest
 - b. Resolution to Adopt the DHCD Housing Project Program Design
 - c. Economic Incentive Program application by Rise & Set, a health-conscious grocery store with gluten free and other specialty items.
 - d. Schedule Public Hearing - Rappahannock Community College Health Sciences Building Conditional Use Permit (Training in a R-12 Zone) - April 10, 2025
- 10.** Closed Session - 2.2-3711, Section A , Subsection 19 - Discussion of plans to protect public safety as it relates to the Warsaw Police Department and the Richmond County Sheriff's Office.
- 11. Council Members - Closing Comments**
- 12. Adjournment**



Town Council Agenda

March 13th, 2025 – 6:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Approval of Consent Agenda
 - a. Agenda
 - b. Minutes – February 2025
 - c. Financial Report – February 2025
4. Public Hearing – Budget Amendment - \$150,000 increase in revenues/expenses due to Wastewater Appropriation.
5. Public Hearing – Disposal of Public Property - Proposed option to lease certain real property owned by the Town. The property in question consists of approximately 200+/- acres and is a part of the larger tract owned by the Town, designated as Richmond County tax map # 24-65 and # 24-121, and being generally located between Wellford's Wharf Road, History land Highway and Totuskey Creek.
6. Public Comment
7. Reports
 - a. Mayor's Report
 - b. Town Manager's Report
 - c. Police Chief's Report
 - d. Director of Public Works Report
 - e. Council Committee Reports
 - f. Planning Commission Report
 - g. Northern Neck Regional Jail Report
8. Old Business
 - a. Project Updates
 - i. 74 Main Street
 - ii. Well Replacement Project
 - iii. DHCD Housing Project
9. New Business
 - a. Resolution to Reappoint Housing Rehab Board with the following members: Joseph Quesenberry, Melissa Coates, Jesse Schools, Clay Woolard, Ogle Forrest
 - b. Resolution to Adopt the DHCD Housing Project Program Design
 - c. Economic Incentive Program application by Rise & Set, a health-conscious grocery store with gluten free and other specialty items.

- d. Schedule Public Hearing – Rappahannock Community College Health Sciences Building Conditional Use Permit (Training Facility in a R-12 Zone) – April 10th, 2025.
10. Closed Session – § 2.2-3711, Section A, Subsection 19 - Discussion of plans to protect public safety as it relates to the Warsaw Police Department and the Richmond County Sheriff's Office.
11. Council Members - Closing Comments
12. Adjournment

MINUTES
WARSAW TOWN COUNCIL
REGULAR MEETING
FEBRUARY 13, 2025 – 6:00 P.M.

The Warsaw Town Council held its regular meeting on Thursday, February 13, 2025, at 6:00 p.m. in Council Chambers at 78 Belle Ville Lane, Warsaw, VA. Council Members Present: Mayor Randall L. Phelps, Vice-Mayor Paul G. Yackel, Mary Beth Bryant, Jonathan English, Rebecca Hubert, Daphne Palmore, Ralph Self, and Bobby Walters. Councilmembers absent: None.

Town staff present: Town Manager Joseph Quesenberry, Assistant Town Manager Melissa Coates, Chief of Police Sean Peterson, Director of Public Works Jesse Schools, and Treasurer & Clerk Julia Blackley-Rice.

Also present: There were approximately six others present in the Council Chambers.

CALL TO ORDER

Mayor Phelps called the meeting to order at 6:00 p.m. and then led the Pledge of Allegiance.

APPROVAL OF CONSENT AGENDA:

Councilwoman Hubert moved to approve the consent agenda as presented. The motion was seconded by Vice-Mayor Yackel and carried with the following votes:

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

PUBLIC COMMENT

Mayor Phelps opened the floor for public comments.

Ms. Belinda Reynolds, 6196 Richmond Rd, spoke regarding the Packett Properties development. Ms. Reynolds stated that she is not against rooftops in the town but against development at the cost of our citizens. She is concerned about the effects on the schools, traffic, law enforcement officers, emergency services, and the fire department. It also concerns her that one builder will monopolize all the buildings in our town. If he builds out, there is no more room for anyone else to come in and build unless we annex. Even though needed, there were increases in water rates in 2024. But if we don't know what infrastructure is required, will there be constant rate and/or tax increases for the citizens? As a builder, the developer should be responsible for the infrastructure. Ms. Reynolds stated that knowing the project's actual cost to the citizens is essential. It is the Town Council's job to look out for the best interests of its citizens. She asked the Town Council to request the developer to complete an impact study for the project, not to stop it, but to see what the figures will be for the future.

J. Clifford Mullin, 8351 Historyland Highway, could not attend the January meeting due to illness. Still, one of the main points he wanted to come and share with the Town Council was the Christmas Town and parade event and how spectacular it was. Mr. Mullin stated he had the evening of his life and was sorry he didn't attend the event sooner. Mrs. Copeland did an excellent job planning and orchestrating Christmas Town. Mr. Mullin also said that he supports the project and the motion that will be brought to the Town Council from the Planning Commission with the caveats concerning the impact study. A 5-10-year build-out isn't going to impact the Town all at once. Mr. Mullin concluded his time by encouraging the Town Council to continue the town's growth.

There were no other public comments, so Mayor Phelps closed the public comment portion of the meeting.

REPORTS

MAYOR'S REPORT: Mayor Phelps deferred his report and will address his concerns during the meeting.

TOWN MANAGERS REPORT:

Mr. Quesenberry began his report by wishing the Mayor a birthday. Mr. Quesenberry continued by reviewing the report provided in the Town Council packet. Mr. Quesenberry's report reviewed the proposed budget, recent weather, paving, economic development, mural, administrative assessment, professional development initiatives, FOIA training, and a basketball court. A copy of the Town Manager's report has been attached to these minutes as Attachment 1.

POLICE REPORT:

A copy of the monthly police report was included in the Town Council packet and is attached to these minutes as Attachment 2. In addition to his report, Chief Peterson presented a press release announcing that the Warsaw PD received the FBI-LEEDA Agency Trilogy Award. A copy of the press release is attached to this report as Attachment 3.

PUBLIC WORKS REPORT:

Mr. Jesse Schools, the Town's Public Works Director, reviewed his report with the Council. A copy of the report is attached to these minutes as Attachment 4.

Councilmember Walters spoke about the great job the Public Works team did during the recent water breaks. They worked out in the cold, at night, and as a team.

COUNCIL COMMITTEE REPORT:

No council committees met during the month.

PLANNING COMMISSION: The Planning Commission did meet, and their recommendation will be discussed during the old business meeting.

NORTHERN NECK REGIONAL JAIL REPORT: This report is included in the packet. Vice-Mayor Yackel stated that the Jail Superintendent reviewed the 2025 goals with the board. The tentative date for the governing body dinner is April 16, which will be held in Richmond County this year.

OLD BUSINESS

RHODES PLACE & BROADUS CREEK DEVELOPMENT – Phase I:

Councilmember Palmore reported the Planning Commission met, and a motion was made to recommend approval of Phase I of the Rhodes Place & Broadus Creek Development as presented with the condition that an impact study be required as part of the Phase II plan submittals, explicitly focusing on the financial impacts to the following: Water and Wastewater Infrastructure, Public Transportation & Safety, Public Schools & Recreational Facilities. When asked, Councilmember Palmore stated the vote from the Planning Commission was unanimous.

Mayor Phelps outlined the Town Council's process to understand the project as presented. The Town Council will either need to approve the Phase I development plans, vote no and say that the Town doesn't want to move forward with the project, or table it and take no action. The Town Council did not have any additional questions or discussion. Before approving the Phase I development plans, the Town Council must adopt the proposed ordinance that the Town attorney has drafted. Mayor Phelps read the proposed ordinance, and a copy has been attached to these minutes as Attachment 5.

Councilwoman Hubert moved to adopt the ordinance as read, granting conditional rezoning and incorporating voluntary proffers. Councilman Walters seconded the motion, which carried with the following votes.

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

To address the impact study's recommendation, Vice-Mayor Yackel moved to grant Phase I, General Plan of Development approval, and require a community impact analysis prior to final approval of a Phase II submittal. Councilwoman Hubert seconded the motion, which carried with the following votes.

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

To grant preliminary approval, Vice-Mayor Yackel moved to grant preliminary approval to the Traditional Town overlay density bonus, with the reservation of the right to require performance

guarantees as provided for in sections 2-6 and 3-5-2g in the future. The motion was seconded by Councilwoman Bryant and carried with the following votes.

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

PROJECTS UPDATE:

74 Main Street: Mr. Quesenberry reported no substantive updates for 74 Main Street; however, we recently filed for full reimbursement from the USDA as part of the Community Market Grant awarded to the Town. The Town has received the full payout of \$200,000 on the grant, and he is now focusing on finishing construction. Mayor Phelps added that this project has encountered some problems and feels it will be coming to the Town Council soon to discuss the next steps.

Well Replacement Project: Mr. Quesenberry has updated the loan figures in the proposed budget, so that portion of the project has been addressed. The Director of Public Works is assisting the Town Manager to seek out potential contractors that could complete the project at a lower cost. At this time, an RFP has not been issued.

DHCD Housing Project: Mrs. Coates reported the final bid meeting is on February 10 for the three rehab projects to be completed. The PDC informed Mrs. Coates that a valid bid had been received. The Rehab Board Meeting and Management Team Meeting will be held on February 18.

NEW BUSINESS:

APPROPRIATION OF FUNDS: Mayor Phelps discussed appropriating \$150,000 from Enterprise Fund Reserves to the Wastewater Department to repair the sand filtration system. He continued by saying these sand filters were installed in approximately 2008. To date, they have not required any maintenance. But now, the time has come, and maintenance on the filters is necessary. The Town anticipates replacing the sand filters to cost approximately \$150,000. Mr. Quesenberry added that there are 16 tons of sand per filter sitting on top of the filter, which needs to be removed before being able to access the filter for repair. The current quote of \$129,960 does not include freight and requires the Town to dispose of the old sand. The Town will not be able to dispose of the sand independently and would like to pursue having the contractor include that cost with the proposal. Councilman Self inquired about the lifespan of the filters. Mr. Schools responded that he was unaware of the lifespan but said that based on the filter’s design, Public Works could not see what they were working with. They cannot determine what is wrong with the filter until the sand is removed and the pitch is drained.

Mayor Phelps stated that based on the amount of the expenditure, a public hearing would need to be held at next month’s meeting to hear input from the public and then vote to do the budget amendment. Mayor Phelps stated the Town wasn’t going to wait and proceed with obtaining the necessary quotes. Mr. Quesenberry added that the Town Council can act on the requested amendment because it is an emergency situation, and the vote to amend the budget will occur next month.

Councilwoman Hubert moved to approve the \$150,000 appropriation from Enterprise Reserve Funds to the Wastewater Department for the repair of the filtration system due to the emergency situation. Councilman Self seconded the motion, which carried with the following votes.

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

Mayor Phelps informed the Town Council that three public hearings were needed for the March 13, 2025, meeting.

SCHEDULE PUBLIC HEARING: BUDGET AMENDMENT; RCC HEALTH SCIENCES BUILDING CUP; DISPOSAL OF PUBLIC PROPERTY: The budget amendment public hearing would address the \$150,000 increase in revenues/expenses due to Wastewater Appropriation. The public hearing for RCC’s Health Science Building would address the need for a conditional use permit due to being a training facility located in an R-12 zone. Third, the disposal of public property would address the proposed option to lease certain real property owned by the Town. The property in question consists of approximately 200+/- acres and is part of the larger tract owned by the Town, designated as Richmond County tax map #24-65 and #24-121, and is generally located between Wellford’s Wharf Rd, Historyland Hwy, and Totuskey Creek.

Councilman Self moved to schedule a public hearing to handle (a) the budget amendment for \$150,000 for the sewer issue at the wastewater plant, (b) the Rappahannock Community College Health Sciences Building Conditional Use Permit request, and (c) the disposal of public property which will be proposed to option the lease for the solar farm with Dominion. The public hearing will be held on March 13, 2025, at 6:00 pm. Councilwoman Bryant seconded the motion, which carried with the following votes.

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

SCHEDULE ECONOMIC DEVELOPMENT COMMITTEE MEETING: Economic Incentive Program application by Rise & Set, a health-conscious grocery store with gluten-free and other specialty items. Councilman English suggested the committee meet on the same day as the budget work session on March 6. All members present were agreeable.

SCHEDULE BUDGET WORK SESSION – THURSDAY, MARCH 6TH—12:00 PM: The Town Manager reported that the draft budget is balanced. He will review the proposed budget line by line and explain why certain items increased or decreased.

CLOSING COMMENTS:

- Councilwoman Hubert thought it was a great meeting, and the Town Council accomplished a lot.
- Vice-Mayor Yackel appreciates the work of the Planning Commission and always takes its recommendations seriously.
- Councilman English thanked the members of Public Works again for their hard work during the cold weather on the water breaks in Town. He thanked the Planning Commission for spending time on the development project and making a unanimous recommendation. He's proud to live here in Warsaw.
- Councilwoman Bryant thought it was a great meeting, and she was impressed with how efficiently VDoT cleared the streets in Town during the recent inclement weather.
- Councilwoman Palmore also thought the workers who cleaned the streets in Town did an excellent job. She thanked the Public Works crew for repairing the water main breaks as quickly as they did.
- Councilman Self thought it was a great meeting. He is looking forward to the upcoming events and projects in town. The Town Council has talked about how the town has grown over the past several years, and it looks like it will continue to grow. We certainly want to make good decisions for the citizens of this town, but we also need to make good decisions for the town so it will continue to grow and prosper.
- Councilman Walters asked Chief Peterson what impacts he has seen from the road diet. Chief Peterson responded there has been a reduction in accidents because when it was four lanes, traffic was so tight drivers were clipping mirrors all the time. Councilman Walters also announced that he has a new neighbor who moved to the area from Spotsylvania County. He said that she is excited about moving to Warsaw.
- Mayor Phelps commended the Planning Commission for its work on the Packett Development project. It's great to see a rejuvenated Planning Commission come in and have meaningful conversations about the different views of the project. It was a big night, and a lot will be coming at us in the near future.

There being no further business, Mayor Phelps adjourned the meeting at 6:54 p.m.


Submitted by: Julia Blackley- Rice, Clerk



Town of
WARSAW
Heart of Virginia's Northern Neck

MEMORANDUM

TO: Warsaw Town Council

FROM: Joseph N. Quesenberry, Town Manager

DATE: 02/13/2025

RE: Town Manager's Report

Dear Council Members,

Please find my Town Manager's report for the month of January, and the beginning of February. As always, please let me know if you have any questions or wish to discuss any items further.

1. Budget Preparation

I am pleased to report that I will be submitting a balanced budget for your review and deliberation in the coming weeks. This has been one of the most difficult budget seasons during my tenure, as revenues are beginning to level off after years of growth, major expenses in infrastructure are on the horizon, and inflation has doubled the cost of some of our necessary items for our Public Works Department. I am pleased to report that there are no increases in local taxes being proposed. Increases in fees for water and sewer services are being proposed as part of our annual cost of business alignments. I look forward to working with you next month as we review our annual budget together, with the combined hopes of remaining as efficient and streamlined as possible.

2. Weather Event & Water Line Breaks

I once again thank and applaud our Town Police and Public Works crew for maintaining the safety and day-to-day functions of the Town, even with the difficult weather conditions this week. I want to also say thank you to NNEC, Dominion Energy, and our colleagues at Richmond County EMS, RCVFD, and the Sheriff's Office for their work during this time.

At the end of last month and the beginning of February, our Public Works Department contended with four (4) separate water line breaks around the Main Street and Hamilton Boulevard area. While handling this, we also continued to have intermittent issues at the Wastewater Treatment Facility, leaving our small crew stretched thin. As always, our employees handled each situation with care and expediency, and I want to take this time to thank each of them for their collective works.

3. Paving Schedule Announced

According to VDOT's most recent paving schedule announcement, the Town of Warsaw will have most side streets paved throughout 2025. These will be the following:

Cape Seal: Court Circle, College Avenue, Campus Drive

Surface Treatment: Scott Town Road, Harris Avenue, Belle Ville Lane, St. Johns Street, Lakeside Drive, Ridgeway Road, Pine Street, Washington Avenue, East Jefferson Avenue, West Jefferson Avenue, Jones Lane, West Monroe Avenue, Wallace Street, Morgan Lane, West Morgan Lane, Memorial Drive, Gordon Lane, Maple Street, Walnut Street, Quail Trail, Sturman Lane, Level Boulevard, Lee Avenue, Atkinson Drive, Freedom Way.

4. Economic Development

We continue to work on creating a site-ready area for a new hotel to locate in Town. Comparing local tax dollars and amenities, Warsaw struggles when in comparison to Tappahannock, Colonial Beach, and Kilmarnock for overnight accommodations and transient occupancy tax revenues. In a small example, Tappahannock collects \$359,000 annually in transient occupancy tax, compared to Warsaw's collection of \$40,000. Outside of potential revenues, the lack of overnight accommodations that can handle conferences and other events negatively impacts our community. Town staff are currently working on negotiations to acquire land within the downtown corridor, either through donation or fair market purchase price, and present it to the Council for a decision. Once acquired, an incentive package of state and local incentives will be offered, and an RFP issued for a developer to submit a proposal for a hotel. We will continue to update you as this progresses.

We are continuing to work with several developers regarding housing projects across Town and will keep you informed when/if these enter the permitting process. We are also working on various smaller projects that we hope to update you with in the coming months

5. Mural Project

We are working to finalize paperwork for the Route 360 side of the Northern Neck News building for a large-scale mural project. The mural will encompass the entire wall, ensuring it's a focal point for the Town of Warsaw. We have a muralist from the Roanoke area that has done an exceptional job across the Commonwealth that will be working with us this year. He is visiting Warsaw next week and will provide you with a template for your review prior to beginning the work this Summer. We look forward to continuing our efforts with a new mural each year, enhancing Warsaw's image and providing visitors with an opportunity for a local photo op.

6. Administrative Assessment

Over the last few months, the Berkley Group, a regional consulting firm, conducted interviews with our office staff, reviewed processes and procedures, and toured our Town Office to create an analysis and report for our review. With having grown from 1,500 residents to 2,330 in eight (8) years, and with having two (2) new administrative staff within the last four (4) years and a newly created Assistant Town Manager position, we wanted to ensure our operations were running as smoothly and efficiently as possible, following best practices, and providing the best in customer service. I would like to schedule a meeting with the Personnel Committee to review my findings and will reach out to the members at a later date.

7. Professional Development Initiatives

Professional Development ensures that we have the best trained and knowledgeable staff that we possibly can, particularly for a rural area. I am proud to have the following members of our staff working on professional development endeavors:

- Julia Blackley-Rice – Certified Municipal Clerk Program
- Missy Coates – Certified Zoning Official
- Warner Pierson – Certified Water Operator
- Tanner France – Class IV Wastewater Operator
- Joseph Quesenberry – MPA Program

We will continue our endeavors to employ a smaller, but more knowledgeable workforce to ensure Warsaw is in the best possible hands. Thank you all for your work!

8. Mandatory FOIA Training

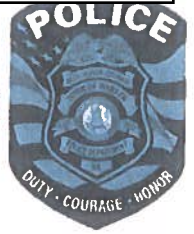
This is a reminder that the Council Member mandatory FOIA training is to be held on Wednesday, February 26th at 1PM at Town Hall. Lunch will be provided, and we appreciate everyone's participation!

9. Basketball Court

With requests from residents and at the direction of Council Member English, we have been looking into various options for basketball courts for some time now. We are currently working on a partnership with Rappahannock Community College to redo the existing basketball court there. I have reached out to Richmond County for their assistance but have yet to hear a response. I'm still hopeful that the Town, County, and RCC can work together like we previously did for the tennis courts to revamp this area. New goals will be installed, new asphalt will be placed with striping, and a police call box will be installed between the tennis courts and basketball courts so that both areas can be served. I hope to bring this action item to you within the coming months.



Warsaw Police Department



From the desk of Chief Sean L. Peterson

MONTHLY ACTIVITY REPORT

January 1-31, 2025

Total calls for service: 254

Section I: Incidents

DATE	CASE	OFFENSE	BLK / STREET
1/28/2025	2025-000014	18 2-96 – Petit Larceny	5000 Blk-Richmond Rd

Section II: Arrests

DATE	CASE	OFFENSE	BLK / STREET
1/10/2025	2025-000002	18 2-460 – Obstruction	500 Blk-Richmond Rd
1/11/2025	2025-000003	18 2-266 – DWI	200 Blk-Morgan Lane
1/13/2025	2025-000004	53.1-149 – Felony Probation Violation	471 Main Street
1/16/2025	2025-000006	19.2-123 – Violate condition of release/pretrial	471 Main Street
1/18/2025	2025-000007	19.2-306 - Probation violation on felony offense	300 Blk-Wallace Street
1/29/2025	2025-000015	53.1-149 – Probation Violation/Misdemeanor	471 Main Street

Section III: Traffic

Driving on suspended/Revoked License	5
Reckless Driving	0
Distracted Driving	4
Speeding	33
Expired Inspection	8
Expired / Improper VA Tag	4
Town Citations Issued	3
All other traffic summons	24
Reportable traffic crashes	6
Traffic Warnings	29

Section IV: Community Engagement

Neighborhood Select Patrols	284
Business Checks	102
Community Events	1



Warsaw Police Department

"Pride in Service, Honor in Duty - Protecting with Integrity."



**** PRESS RELEASE ****

Warsaw Police Department Receives FBI-LEEDA Agency Trilogy Award

The Warsaw Police Department has been awarded the prestigious FBI-LEEDA Agency Trilogy Award, a significant recognition of law enforcement leadership. This award is granted to agencies where personnel have completed the FBI-LEEDA Trilogy training series, a nationally recognized leadership development program. Chief Peterson's completion of this rigorous training has earned this distinction for our department, demonstrating a steadfast commitment to professional excellence and progressive leadership.

The FBI-LEEDA Trilogy consists of three intensive courses:

1. Supervisor Leadership Institute (SLI) – Enhancing leadership skills for frontline supervisors.
2. Command Leadership Institute (CLI) – Preparing command staff for critical decision-making and organizational management.
3. Executive Leadership Institute (ELI) – Focusing on strategic leadership, ethical decision-making, and organizational transformation.

This achievement is particularly significant for a small agency like the Warsaw Police Department, as it highlights our dedication to professional development, modern leadership principles, and commitment to the highest law enforcement standards. In larger agencies, multiple personnel often complete this training; in our case, Chief Peterson's accomplishment ensures that our department is led with the same level of expertise as prominent law enforcement agencies across the country.

This recognition not only strengthens the credibility and professionalism of the Warsaw Police Department but also serves as a testament to our commitment to serving the Town of Warsaw with excellence in law enforcement. It reinforces our mission of providing uncompromised law enforcement services and reflects our dedication to continuous learning and leadership growth.

For a department of our size, achieving this award is a remarkable accomplishment that the Town of Warsaw should take pride in. It showcases our agency as a forward-thinking, well-trained, and professionally led organization, ensuring that our community receives the highest standard of law enforcement services.

Joseph N. Quisenberry
Town Manager

Melissa Coates
Assistant Town Manager

Jula Blackley – Rice
Treasurer & Clerk

Sean L. Peterson
Chief of Police

Sands Anderson Jaw
Town Attorney



Town of
WARSAW
Heart of Virginia's Southern Neck

Randall L. Phelps - Mayor

Paul G. Yackel - *At-Large*

May Beth Bryant

Jonathan English

Ogle E. Forrest, Sr

Earon H. Hamblin

Rebecca C. Hubert

Ralph W. Self

78 Belle Ville Lane, Warsaw, VA 22572 | P.O. Box 730 | Phone - (804) 333-3737 | <http://www.townofwarsaw.com>

MEMORANDUM

TO: Warsaw Town Council

FROM: Jesse Schools, Director of Public Works

DATE: 2/13/2025

RE: Public Works Report

Dear Council Members:

Please find my Public Works Report for the month of January. Please let me know if you have any questions or concerns.

-WWTP

Monthly Numbers

Average daily Influent flow for January – 171,600 gallons, an increase of 3,900 gals from the month of December average daily flow.

Maximum Influent flow for January – 215,600 gallons, a decrease of 13,900 gal from the month of December max flow.

Nutrient Sampling Results

For January, the average effluent Total Nitrogen (TN) concentration was 2.23 mg/l, within the limits of our permit.

For January, the average effluent Total Phosphorus (TP) concentration was 0.21 mg/l, within the limits of our permit.

2024 Nutrient Annual Results

Total Nitrogen Calendar Year 2024 Loading Result - 1483 LB/YR (40% of Permitted 3655 LB/YR)

Total Phosphorus Calendar Year 2024 Loading Result - 85.50 LB/YR (35% of Permitted 247 LB/YR)

Joseph N. Quesenberry
Town Manager

Melissa Coates
Assistant Town Manager

Julia Blackley – Rice
Treasurer & Clerk

Sean L. Peterson
Chief of Police

Sands Anderson Law
Town Attorney



COUNCIL MEMO Section 3, Item b.

Randall L. Phelps - Mayor

Paul G. Yackel - Town Manager

Mary Beth Bryant

Jonathan English

Ogle L. Forrest, Sr.

Faron H. Hamblin

Rebecca C. Hubert

Ralph W. Self

78 Belle Ville Lane, Warsaw, VA 22572 | P.O. Box 730 | Phone - (804) 333-3737 | <http://www.townofwarsaw.com>

Operations and Maintenance

Administrational Staff and Plant Engineer are implementing plans to make future upgrades to the Treatment Plant Sand filter, UV system and Polymer pumps.

Operators serviced equipment as to our preventive maintenance program.

Plant staff surveyed and cleaned all the lamps that service the UV disinfectant system.

Completed and submitted our monthly operations report.

The Treatment Plant Staff assisted with water pipe rupture repairs and job site clean-up.

Plant effluent samples taken and tested for the month of January met all requirements as to our permit discharge limits.

The Warsaw Treatment Plant met all requirements as to our VPDDES Permit, Calendar Year 2024.

-Water Department

Attached you will find the Water Loss Report, for the month of January we are at a 2nd water loss.

Department staff did daily chlorine checks of all four wells, along with two random samples each day throughout town.

Staff also completed state selected bacteria samples; all results came back absent.

The water department also checked sewage/pump stations each day.

Removed all pole mounted Christmas decorations.

In January we experienced 4 water main breaks, 2 on Main St, and 2 on Hamilton Blvd. All Town staff worked together and repaired each one.

-Refuse Department

For the month of December town staff made 15 trips to the landfill totaling 137,14 tons or 274,280 pounds of trash.

Truck #5 broke a pin on the trash body, this has been an ongoing issue, and the truck will have to go back to Heil to figure out what is out of line and continuing to break pins.

-Public Works (Maintenance)

Staff assisted with Monday and Thursday residential trash pickup.

Assisted with recording of monthly water meter readings.

Removed all ground mounted Christmas decorations along with all acorn light wreaths and garland.

Helped down out our WWTP when needed, along with the Water Dept.

Took care of the bathrooms and grounds at the Town Park.

Monthly Water Loss Report

Section 3, Item b.

Water System:

For the Month of: Year:

Water Produced this month: gallons
Water Purchased this month: gallons

A: Total Water Produced and Purchased = **5,125,200 gallons**

Sold: Residential gallons

Total Sold = **4,991,658 gallons**

B: Difference: (Produced+Purchased) - Sold = **133,542 gallons**

% Difference = **3 % total water loss**

Gallons of Water Accounted For:

Breaks (Estimated Total)	<input type="text" value="20,000"/>	gallons
Hydrant Flushing	<input type="text" value="2,000"/>	gallons
Storage Tank/Clearwell overflow	<input type="text" value="0"/>	gallons
Fire Hydrant Use	<input type="text" value="0"/>	gallons
Fire Department Use	<input type="text" value="0"/>	gallons
Leak adjustments	<input type="text" value="0"/>	gallons
Maintenance shop	<input type="text" value="2,500"/>	gallons
Sewer jetting	<input type="text" value="0"/>	gallons
Town watering flowers	<input type="text" value="0"/>	gallons
Office/Police Dept.	<input type="text" value="2,000"/>	gallons
Pool	<input type="text" value="0"/>	gallons
Amount in storage tanks	<input type="text" value="0"/>	gallons

C: Total Gallons Accounted For = **26,500 gallons**

Loss: Unaccounted-for Water: (B-C) = **107,042 gallons**

% Loss: Unaccounted-for Water: (B-C)/A %= **2 % unaccounted - for loss**

days in billing period

Gallons / Day Loss = **3,453 gallons/day**

Gallons / Minute Loss = **2 gallons/min.**

This spreadsheet is a product of the Technical Assistance Center for Water Quality at Western Kentucky University and the Kentucky Rural Water Association. Feel free to contact us at (270) 745-5948 or at <http://water.wku.edu/>. This spreadsheet may be freely distributed. Please let us know if you use it, like it, or have suggestions for improvement!

ORDINANCE # _____

AN ORDINANCE TO AMEND THE ZONING MAP AND REZONE APPROXIMATELY 63.16 ACRES OF REAL PROPERTY WITHIN THE TOWN OF WARSAW, VIRGINIA, AND MORE PARTICULARLY IDENTIFIED AS TAX MAP NOS. 16A4(A)48, 16A4(A)59, 16A4(A) 77, 16A4(A)79 16A4(6)10 AND 16A4(A)80 FROM THEIR CURRENT ZONING CLASSIFICATIONS OF C-1, C-2, R-1, AND R-12 TO R-12, RESIDENTIAL/OFFICE, AND TO ACCEPT VOLUNTARY PROFFERS

WHEREAS, pursuant to Virginia Code § 15.2-2286(7) and § 3-9-2 of the Town of Warsaw Development Management Ordinance, the owner of real property in the Town of Warsaw Virginia (the “**Town**”), consisting of 63.16 acres, more or less, located within the Town, between Wallace Street, Route 360 and Route 3, and identified as Tax Map Nos. 16A4(A)48, 16A4(A)59, 16A4(A) 77, 16A4(A)79 16A4(6)10 and 16A4(A)80 (collectively, the “**Property**”), has petitioned the Town Council of the Town of Warsaw, Virginia (the “**Council**”) to rezone the Property to R-12, Residential/Office from the current zoning districts consisting of C-1 (Limited Commercial), C-2 (General Commercial), R-1 (Limited Residential) and R-12, subject to certain voluntary proffers, as described more fully in the owner’s Land Use Amendment Application and Statement of Proffers For Rhodes Place and Broadus Creek Development, Dated as of December 3, 2024 and updated February 10, 2025 (the “**Rezoning**”); and

WHEREAS, the Property is designated a combination of Neighborhood Residential and Neighborhood Mixed Use, by the Town’s 2023 Comprehensive Plan, as amended; and

WHEREAS, on February 6, 2025, after duly advertising and holding a joint public hearing on December 9, 2024, with Town Council, the Town Planning Commission recommended that the Council approve the Rezoning as requested, subject to certain voluntary proffers; and

WHEREAS, after a duly advertised public hearing held jointly with the Planning Commission on December 9, 2024, the Council deferred action on the Rezoning until its regular meeting scheduled for February 13, 2025; and

WHEREAS, the Council finds the Rezoning to be in the best interests of the citizens of the Town, and required by the public necessity, convenience, general welfare, and good zoning practice.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Town Council of the Town of Warsaw, Virginia, that approximately 63.16 acres of real property, located within the Town, between Wallace Street, Route 360 and Route 3, and identified as Tax Map Nos. 16A4(A)48, 16A4(A)59, 16A4(A) 77, 16A4(A)79 16A4(6)10 and 16A4(A)80, is hereby rezoned from the current zoning districts consisting of C-1 (Limited Commercial), C-2 (General Commercial), R-1 (Limited Residential) and R-12, to R-12, Residential/Office, subject to the attached Statement of Proffers dated as of December 3, 2024 and updated February 10, 2025;

AND BE IT FURTHER ORDAINED that the Council’s approval and adoption of any proffered conditions does not relieve the applicant and/or any subsequent owner(s) of the duty to comply with all applicable provisions of any ordinance, regulation, or adopted standard;

AND BE IT FURTHER ORDAINED that this Ordinance shall become effective as of the date of its adoption.

ADOPTED this 13th day of February, 2025.

ATTACHMENT: Statement of Proffers dated December 3, 2024 and updated February 10, 2025

CERTIFICATION OF ADOPTION OF ORDINANCE

The undersigned Clerk of the Town Council of the Town of Warsaw, Virginia, certifies that the Ordinance set forth above was duly adopted during an open public meeting on the 13th of February, 2025, by a majority of the members of the Town Council of the Town of Warsaw, Virginia, with the following votes:

- AYE:
- NAY:
- ABSTENTION:
- ABSENT:

Signed this ____ day of February 2025.

ATTEST:

Clerk
Town Council of the Town of Warsaw, Virginia

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Period Ending 2/28/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
10-300-0000 PERMITS & FEES	2,500	0.00	180.00	295.00	1,860.00	(640.00)	74%
10-301-0000 S W USER FEE - COMMERCIAL	166,500	0.00	17,895.00	33,810.00	128,190.00	(38,310.00)	77%
10-301-5000 SW USER FEE - RESIDENTIAL	88,000	0.00	7,425.00	14,865.00	59,440.40	(28,559.60)	68%
10-305-0000 REAL ESTATE TAXES	260,000	0.00	2,826.51	38,835.47	283,476.56	23,476.56	109%
10-306-0000 PERSONAL PROPERTY TAXES	140,000	0.00	899.84	(38,767.24)	173,381.64	33,381.64	124%
10-307-0000 PPTRA	17,365	0.00	0.00	0.00	17,365.30	0.30	100%
10-310-0000 BANK FRANCHISE TAX	170,000	0.00	0.00	0.00	0.00	(170,000.00)	
10-315-0000 BUSINESS LICENSES	130,000	0.00	63,625.75	63,863.15	77,746.50	(52,253.50)	60%
10-320-0000 VEHICLE TAX/DECALS	35,000	0.00	(2,403.66)	(4,924.66)	37,858.34	2,858.34	108%
10-325-0000 STATE SALES TAX	100,000	0.00	13,292.55	22,466.56	91,276.81	(8,723.19)	91%
10-326-0000 MEALS TAX	635,000	0.00	54,195.07	114,062.31	455,672.05	(179,327.95)	72%
10-327-0000 LODGING TAX	43,000	0.00	2,466.17	5,291.09	27,740.80	(15,259.20)	65%
10-328-0000 CIGARETTE TAX	80,000	0.00	7,109.17	7,109.17	47,835.04	(32,164.96)	60%
10-330-0000 FINES	35,000	0.00	1,598.84	4,244.25	22,250.67	(12,749.33)	64%
10-345-0000 INTEREST INCOME/GEN	10,000	0.00	0.00	0.00	1,535.99	(8,464.01)	15%
10-355-0000 LAW ENFORCEMENT ASS'T	34,500	0.00	10,840.00	12,639.08	36,157.08	1,657.08	105%
10-360-0000 UTILITY/CONSUMPTION TX	13,500	0.00	347.49	655.83	9,806.69	(3,693.31)	73%
10-361-0000 COMMUNICATIONS TAX	29,000	0.00	2,599.94	5,110.87	20,291.08	(8,708.92)	70%
10-365-0000 STATE FIRE INSURANCE	15,000	0.00	0.00	0.00	15,000.00	0.00	100%
10-375-0000 CABLE TV LEASE	3,000	0.00	0.00	0.00	0.00	(3,000.00)	
10-376-0000 BILLBOARD REVENUE	1,750	0.00	0.00	1,750.00	1,750.00	0.00	100%
10-377-0000 COMMUNITY MARKET REPAYMENTS	50	0.00	0.00	0.00	0.00	(50.00)	
10-381-0000 REVOLVING LOAN FUND	12,000	0.00	0.00	0.00	0.00	(12,000.00)	
10-390-0000 MISC/INCOME	4,000	0.00	25.00	25.00	(4.35)	(4,004.35)	0%
10-390-0050 GRANTS-TRANSP-ALTERNATIVE-VDOT	1,500,000	0.00	0.00	0.00	221,223.97	(1,278,776.03)	15%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Period Ending 2/28/2025

10 GENERAL FUND	Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
	10-390-0900 GRANTS - IRF	0	0.00	0.00	0.00	85,767.42	85,767.42	
	10-390-0975 GRANT - HOUSING/PLANNING	632,534	0.00	3,594.00	3,594.00	3,594.00	(628,940.00)	1%
	10-391-0000 GRANTS/DMV	7,200	0.00	0.00	0.00	2,164.00	(5,036.00)	30%
	10-392-0000 GRANTS/DCJS	3,000	0.00	0.00	0.00	0.00	(3,000.00)	
	10-396-0000 RICHCO/ HAUL FEE	12,000	0.00	1,061.91	2,296.17	7,809.93	(4,190.07)	65%
	10-397-0000 TRASH DUMPSTERS	10,000	0.00	0.00	2,664.00	7,097.58	(2,902.42)	71%
	10-398-0000 POLICE CAR RESERVES	0	0.00	0.00	0.00	52,000.00	52,000.00	
	10-398-0005 REFUSE DUMPSTER/RESERVES	0	0.00	0.00	0.00	135.00	135.00	
	10-399-0005 LOAN PROCEEDS	277,464	0.00	0.00	0.00	290,700.00	13,236.00	105%
	10-399-5000 SPECIAL EVENTS (REVENUE)	30,000	0.00	0.00	0.00	19,600.00	(10,400.00)	65%
	Revenues Totals:	4,497,363	0.00	187,578.58	289,885.05	2,198,722.50	(2,298,640.50)	49%
	Expenses							
	10-420-0200 SALARIES/ADM	360,000	0.00	0.00	42,624.69	224,585.53	135,414.47	62%
	10-420-0201 OT/BONUS - ADMIN	3,000	0.00	0.00	233.26	2,813.77	186.23	94%
	10-420-0500 PAYROLL TAXES/ADM	27,300	0.00	0.00	3,211.27	16,998.72	10,301.28	62%
	10-420-0600 SHORT&LONG TERM DISABILITY	1,965	0.00	140.29	420.87	1,122.32	842.68	57%
	10-420-0700 RETIREMENT-LI/ADM	38,955	0.00	0.00	3,369.68	23,058.40	15,896.60	59%
	10-420-0900 MEDICAL INS/ADM	53,880	0.00	4,490.00	8,980.00	35,920.00	17,960.00	67%
	10-420-1000 EDUCATION/PROF DEVELOPMT	2,000	0.00	0.00	0.00	870.00	1,130.00	44%
	10-420-1100 TELEPHONE/OFFICE	8,250	0.00	548.16	1,227.50	4,817.00	3,433.00	58%
	10-420-1300 ELECTRICITY/OFFICE	5,000	0.00	0.00	1,023.46	2,411.71	2,588.29	48%
	10-420-1400 MTGS/CONFERENCES/ADM	9,000	0.00	400.00	1,532.56	3,776.52	5,223.48	42%
	10-420-1500 BLDGS/GROUNDS/MAINTENANCE	18,000	0.00	244.58	827.54	14,260.79	3,739.21	79%
	10-420-1900 CIGARETTE TAX STAMPS	5,000	0.00	0.00	0.00	0.00	5,000.00	
	10-420-2200 AUDIT	14,000	0.00	0.00	0.00	0.00	14,000.00	

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Period Ending 2/28/2025

10 GENERAL FUND	Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
	10-420-2300 LEGAL SERVICES	25,000	0.00	5,930.79	14,033.45	22,362.44	2,637.56	89%
	10-420-2600 ADVERTISING	30,000	0.00	1,480.13	9,589.49	33,127.02	(3,127.02)	110%
	10-420-3100 AUTO O/M-ADM EXPENSE	4,500	0.00	297.99	620.42	3,263.05	1,236.95	73%
	10-420-3200 OFFICE SUPPLIES	13,000	0.00	1,257.50	5,520.07	17,739.66	(4,739.66)	136%
	10-420-3300 PRINTING/REPORTS/MAPPING	250	0.00	0.00	0.00	100.00	150.00	40%
	10-420-3400 COMPUTER SUPPORT FEE	17,000	0.00	985.09	1,973.59	16,851.23	148.77	99%
	10-420-3450 COMPUTER O/M	6,500	0.00	0.00	79.96	2,670.64	3,829.36	41%
	10-420-4000 RECODIFICATION EXPENSE	1,000	0.00	0.00	0.00	0.00	1,000.00	
	10-420-5298 DMV STOP FEES	400	0.00	0.00	0.00	65.00	335.00	16%
	10-420-5300 DUES	2,500	0.00	1,065.00	1,504.80	3,292.83	(792.83)	132%
	10-420-5350 SAFETY PROGRAM	1,000	0.00	0.00	0.00	67.40	932.60	7%
	10-420-5400 INSURANCE/RISK MANAGEMENT	18,500	0.00	4,038.83	4,038.83	12,482.69	6,017.31	67%
	10-420-5500 COUNCIL EXPENSE	10,000	0.00	847.96	1,171.62	8,434.15	1,565.85	84%
	10-420-5600 ELECTION EXPENSE	1,000	0.00	0.00	0.00	0.00	1,000.00	
	10-420-5700 MISCELLANEOUS/ADM	8,500	0.00	226.21	989.08	8,434.48	65.52	99%
	10-420-5900 ECONOMIC DEVELOPMENT	39,400	0.00	9,979.00	11,846.00	27,505.50	11,894.50	70%
	10-420-5950 ECONOMIC DEVELOPMENT - BUSINESS LOANS	0	0.00	0.00	0.00	10,000.00	(10,000.00)	
	ADMINISTRATION Totals:	724,900	0.00	31,931.53	114,818.14	497,030.85	227,869.15	69%

Budget vs Actual

Period Ending 2/28/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-510-0200 SALARIES/WPD	268,000	0.00	0.00	39,788.97	182,112.63	85,887.37	68%
10-510-0201 OT/BONUS - WPD	10,000	0.00	0.00	1,615.02	10,260.91	(260.91)	103%
10-510-0500 PAYROLL TAXES/WPD	20,500	0.00	0.00	3,156.09	14,884.53	5,615.47	73%
10-510-0600 SHORT&LONG TERM DISABILITY	990	0.00	77.19	231.57	617.52	372.48	62%
10-510-0700 RETIREMENT/LI/WPD	19,640	0.00	0.00	3,102.22	17,056.92	2,583.08	87%
10-510-0820 LINE OF DUTY ACT	2,500	0.00	637.71	637.71	1,913.13	586.87	77%
10-510-0900 MEDICAL INSURANCE/WPD	32,328	0.00	2,694.00	5,388.00	18,858.00	13,470.00	58%
10-510-1000 PROFESSIONAL DEVELOP/WPD	2,000	0.00	0.00	0.00	722.90	1,277.10	36%
10-510-1100 LEGAL FEES/WPD	10,000	0.00	0.00	120.00	120.00	9,880.00	1%
10-510-2000 Electricity - WPD	2,300	0.00	353.17	785.87	1,619.48	680.52	70%
10-510-2100 Grounds/Maintenance - WPD	9,000	0.00	99.41	1,204.26	9,802.98	(802.98)	109%
10-510-3100 AUTO O/M-WPD	25,000	0.00	1,007.90	3,078.92	12,453.43	12,546.57	50%
10-510-3200 UNIFORMS/SUPPLIES/WPD	5,000	0.00	116.00	1,186.76	7,528.24	(2,528.24)	151%
10-510-3210 POLICE SUPPLIES	6,500	0.00	0.00	550.59	11,118.71	(4,618.71)	171%
10-510-3220 OFFICE SUPPLIES	3,000	0.00	399.40	2,118.50	7,188.72	(4,188.72)	240%
10-510-3230 OFFICE EQUIP/RESERVES	1,500	0.00	0.00	0.00	0.00	1,500.00	
10-510-3240 EVIDENCE SECURITY	500	0.00	0.00	0.00	0.00	500.00	
10-510-3400 TECH SUPPORT/WPD	10,000	0.00	1,827.38	6,358.78	17,665.67	(7,665.67)	177%
10-510-3500 TELECOMMUNICATIONS	9,000	0.00	765.89	1,551.44	6,085.85	2,914.15	68%
10-510-3603 GRANTS/DCJS	3,000	0.00	0.00	0.00	0.00	3,000.00	
10-510-3701 COMMUNITY SERVICE	1,500	0.00	0.00	291.12	3,150.37	(1,650.37)	210%
10-510-3710 GRANT/DMV	0	0.00	0.00	189.61	2,035.85	(2,035.85)	
10-510-3712 Police Radios/Reserves	5,000	0.00	0.00	0.00	0.00	5,000.00	
10-510-4100 POLICE BODY CAMERAS	6,286	0.00	0.00	0.00	0.00	6,286.00	
10-510-4200 POLICE ACADEMY	2,000	0.00	0.00	0.00	2,072.35	(72.35)	104%
10-510-4210 ADVERTISING	500	0.00	0.00	0.00	1,117.65	(617.65)	224%
10-510-5300 DUES	3,000	0.00	0.00	421.80	421.80	2,578.20	14%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 5 Of 22

Period Ending 2/28/2025

10 GENERAL FUND	Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
	10-510-5310 BOOKS & SUBSCRIPTIONS	250	0.00	0.00	0.00	0.00	250.00	
	10-510-5400 INSURANCE/RISK MANAGEMENT	18,500	0.00	3,826.26	3,826.26	11,844.98	6,655.02	64%
	10-510-6100 RESERVE TRANSFERS	15,000	0.00	0.00	0.00	0.00	15,000.00	
	WARSAW POLICE DEPT Totals:	492,794	0.00	11,804.31	75,603.49	340,652.62	152,141.38	69%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Period Ending 2/28/2025

10 GENERAL FUND	Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
	10-550-0200 SALARIES/PS	195,000	0.00	0.00	27,774.60	124,448.77	70,551.23	64%
	10-550-0201 OT/BONUS - PS	5,000	0.00	0.00	1,766.96	7,896.72	(2,896.72)	158%
	10-550-0500 PAYROLL TAXES/PS	16,250	0.00	0.00	2,259.94	18,387.09	(2,137.09)	113%
	10-550-0600 SHORT&LONG TERM DISABILITY	950	0.00	71.23	213.69	569.84	380.16	60%
	10-550-0700 RETIREMENT/LI/PS	18,570	0.00	0.00	1,643.50	11,702.05	6,867.95	63%
	10-550-0900 MEDICAL INS/PS	43,104	0.00	3,592.00	7,184.00	28,736.00	14,368.00	67%
	10-550-1100 TELEPHONES - PUBLIC SERVICE	3,500	0.00	264.13	519.86	1,929.64	1,570.36	55%
	10-550-1300 ELECTRICITY-TOWNPARK	5,000	0.00	422.13	1,137.59	2,422.56	2,577.44	48%
	10-550-1700 REPAIRS/TRASH TRUCK	25,000	0.00	567.55	2,321.90	7,872.96	17,127.04	31%
	10-550-2000 Dog Park	2,000	0.00	0.00	0.00	0.00	2,000.00	
	10-550-2100 Fountain - Main Street	500	0.00	0.00	0.00	50.35	449.65	10%
	10-550-3100 OPERATION/TRASH TRK	29,000	0.00	1,975.14	3,482.28	14,464.41	14,535.59	50%
	10-550-3150 VEHICLE M&O/PS	11,000	0.00	537.43	1,357.59	4,921.62	6,078.38	45%
	10-550-3200 UNIFORMS/ETC	2,500	0.00	390.93	390.93	765.63	1,734.37	31%
	10-550-3300 EQPT/SUPPLIES/PS	2,000	0.00	378.10	650.97	2,072.73	(72.73)	104%
	10-550-3400 SAFETY EQUIPMENT	1,000	0.00	29.98	50.97	223.33	776.67	22%
	10-550-3500 TRASH DUMPSTER EXPENSE	10,000	0.00	0.00	17,743.00	17,743.00	(7,743.00)	177%
	10-550-3550 TOWN APPARELL	10,000	0.00	0.00	0.00	0.00	10,000.00	
	10-550-3600	1,500,000	0.00	0.00	53,977.61	61,977.61	1,438,022.39	4%
	GRANTS-TRANSP-ALTERNATIVE-VDOT							
	10-550-3700 BEAUTIFICATION	35,000	0.00	1,700.00	6,271.62	56,427.28	(21,427.28)	161%
	10-550-3800 STREET LIGHTS	36,000	0.00	2,719.20	5,438.68	23,191.79	12,808.21	64%
	10-550-3850 SIDEWALKS	30,000	0.00	927.56	927.56	30,000.00	0.00	100%
	10-550-3900 LIGHTING/CHRISTMAS	8,000	0.00	123.05	1,325.98	10,410.20	(2,410.20)	130%
	10-550-3950 P/S SNOW REMOVAL	250	0.00	136.12	136.12	136.12	113.88	54%
	10-550-4500 GRANTS - USDA COMMUNITY MARKET	0	0.00	0.00	0.00	2,438.00	(2,438.00)	
	10-550-4600 GRANTS - IRF	0	0.00	25,000.00	29,000.00	32,642.58	(32,642.58)	

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 7 Of 22

Period Ending 2/28/2025

10 GENERAL FUND	Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
	10-550-4700 GRANTS - DMV	7,200	0.00	0.00	0.00	0.00	7,200.00	
	10-550-4850 GRANT - HOUSING/PLANNING (EXPENSE)	632,534	0.00	0.00	20,059.00	20,059.00	612,475.00	3%
	10-550-5300 INSURANCE/RISK MANAGEMENT - PUBLIC SERVICE	18,500	0.00	3,826.26	3,826.26	11,844.98	6,655.02	64%
	10-550-5500 MISCELLANEOUS/PARK	6,500	0.00	92.94	644.68	3,460.84	3,039.16	53%
	10-550-5700 MISCELLANEOUS/PS	1,500	0.00	17.99	396.84	885.38	614.62	59%
	10-550-6000 CIP - PS	10,000	0.00	0.00	0.00	0.00	10,000.00	
	10-550-6100 THE SADDLERY	6,500	0.00	449.71	1,152.12	3,327.88	3,172.12	51%
	10-550-6200 THE BOUNDS	20,000	0.00	488.38	2,207.42	30,325.02	(10,325.02)	152%
	10-550-6400 COMMUNITY MARKET	2,000	0.00	0.00	0.00	1,000.00	1,000.00	50%
	10-550-6500 PROJECT CONTINGENCIES	66,600	0.00	1,072.44	1,854.44	23,660.37	42,939.63	36%
	10-550-6600 74 MAIN STREET	0	0.00	0.00	0.00	201.81	(201.81)	
	PUBLIC SERVICE Totals:	2,760,958	0.00	44,782.27	195,716.11	556,195.56	2,204,762.44	20%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 8 Of 22

Period Ending 2/28/2025

10 GENERAL FUND	Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
	10-600-6000 CHRISTMAS PARADE	2,000	0.00	0.00	82.63	1,955.61	44.39	98%
	10-600-6100 NN TOURISM	1,200	0.00	0.00	0.00	0.00	1,200.00	
	10-600-6200 FIRE DEPARTMENT	10,000	0.00	0.00	0.00	10,000.00	0.00	100%
	10-600-6300 STATE FIRE INSURANCE	15,000	0.00	0.00	0.00	15,000.00	0.00	100%
	10-600-6550 RCC TENNIS COURT REHAB PROJECT	5,000	0.00	0.00	15,000.00	15,000.00	(10,000.00)	300%
	10-600-6600 PUBLIC LIBRARY	8,000	0.00	0.00	8,000.00	8,000.00	0.00	100%
	10-600-6801 BUSINESS IMPROVEMENT GRANT	10,000	0.00	0.00	2,500.00	6,759.86	3,240.14	68%
	10-600-6802 WARSAW/RC CHAMBER	3,000	0.00	0.00	3,000.00	3,000.00	0.00	100%
	10-600-6850 MAIN STREET PROGRAM	3,000	0.00	0.00	4,200.00	4,200.00	(1,200.00)	140%
	10-600-6900 WARSAW/RICH CO MUSEUM	1,000	0.00	0.00	1,000.00	1,000.00	0.00	100%
	10-600-6925 Richmond Co Animal Shelter	500	0.00	0.00	500.00	500.00	0.00	100%
	10-600-6950 RICHMOND COUNTY LITTLE LEAGUE	500	0.00	0.00	500.00	500.00	0.00	100%
	10-600-7000 RICHMOND COUNTY YMCA	1,000	0.00	0.00	0.00	1,000.00	0.00	100%
	10-600-7100 FIREWORKS FESTIVAL	750	0.00	0.00	750.00	750.00	0.00	100%
	10-600-7400 RHS AFTER PROM	250	0.00	0.00	250.00	250.00	0.00	100%
	10-600-8000 THE HAVEN SHELTER	1,000	0.00	0.00	1,000.00	1,000.00	0.00	100%
	10-600-8100 VARIOUS CONTRIBUTIONS	1,606	0.00	0.00	250.00	500.00	1,106.00	31%
	CONTRIBUTIONS Totals:	63,806	0.00	0.00	37,032.63	69,415.47	(5,609.47)	109%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 9 Of 22

Period Ending 2/28/2025

10 GENERAL FUND	Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
	10-650-5000 SPECIAL EVENTS (EXPENSE)	40,000	0.00	1,750.00	20,573.01	66,899.94	(26,899.94)	167%
	Totals:	40,000	0.00	1,750.00	20,573.01	66,899.94	(26,899.94)	167%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 10 Of 22

Period Ending 2/28/2025

10 GENERAL FUND	Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
	10-998-0001 CAPITAL OUTLAYS	277,464	0.00	0.00	0.00	(7,401.00)	284,865.00	-3%
	10-998-0002 CONTINGENCY/RESERVES	5,000	0.00	0.00	0.00	1,151.66	3,848.34	23%
	10-998-0005 CONSTRUCTION - 74 MAIN STREET	0	0.00	0.00	0.00	15,500.00	(15,500.00)	
	CAPITAL ITEM EXPENSE Totals:	282,464	0.00	0.00	0.00	9,250.66	273,213.34	3%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 11 Of 22

Period Ending 2/28/2025

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-999-0001 TRASH TRK DEBT (5 YRS)	19,452	0.00	0.00	0.00	9,726.00	9,726.00	50%
10-999-0002 POLICE CARS DEBT (5 YRS)	11,065	0.00	0.00	0.00	5,538.00	5,527.00	50%
10-999-0003 STORMWATER FACILITY DEBT	38,157	0.00	3,179.78	6,359.56	25,438.24	12,718.76	67%
10-999-0004 WPD COMMUNICATION LOAN (USDA) - 5 YEAR	2,700	0.00	0.00	0.00	2,700.00	0.00	100%
10-999-0005 WPD POLICE DURANGOS CAR LOAN (5 YEARS)	8,256	0.00	0.00	0.00	4,128.00	4,128.00	50%
10-999-0006 ARPA FUNDS - EXPENSES	0	0.00	3,894.72	12,825.08	496,733.48	(496,733.48)	
10-999-0008 LOAN PAYMENT - 74 MAIN STREET	19,101	0.00	1,518.33	3,036.66	12,249.71	6,851.29	64%
10-999-0009 TRASH TRUCK DEBT (FY2025)	33,710	0.00	0.00	0.00	11,504.00	22,206.00	34%
DEBT SERVICE Totals:	132,441	0.00	8,592.83	22,221.30	568,017.43	(435,576.43)	429%

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 12 Of 22

Period Ending 2/28/2025

Expenses Totals:	4,497,363	0.00	98,860.94	465,964.68	2,107,462.53	2,389,900.47	47%
10 GENERAL FUND Revenues Over/(Under) Expenses:			88,717.64	(176,079.63)	91,259.97		

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 13 Of 22

Period Ending 2/28/2025

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
30 WATER FUND							
Revenues							
30-305-0000 WATER USER FEES	500,000	0.00	32,999.91	63,050.00	259,442.12	(240,557.88)	52%
30-309-0000 INTEREST INCOME CD	2,500	0.00	0.00	0.00	413.37	(2,086.63)	17%
30-380-0000 MISC INCOME	100	0.00	0.00	0.00	0.00	(100.00)	
30-390-3000 WELL REPLACEMENT	1,000,000	0.00	0.00	0.00	0.00	(1,000,000.00)	
Revenues Totals:	1,502,600	0.00	32,999.91	63,050.00	259,855.49	(1,242,744.51)	17%
Expenses							
30-810-0200 SALARIES/WATER	140,000	0.00	0.00	19,367.20	96,362.38	43,637.62	69%
30-810-0201 OT/BONUS - WATER	9,000	0.00	0.00	2,667.00	13,642.87	(4,642.87)	152%
30-810-0500 PAYROLL TAXES/WTR	10,450	0.00	0.00	1,568.80	8,072.06	2,377.94	77%
30-810-0600 SHORT&LONG TERM DISABILITY	680	0.00	50.64	151.92	405.12	274.88	60%
30-810-0700 RETIREMENT/LIFE INS/WTR	13,350	0.00	0.00	1,313.17	8,647.10	4,702.90	65%
30-810-0900 MEDICAL INS/WTR	39,876	0.00	1,796.00	3,592.00	20,476.00	19,400.00	51%
30-810-1100 TELEMETRY/TELEPHONE/WTR	3,000	0.00	90.94	451.28	1,416.75	1,583.25	47%
30-810-1300 ELECTRICITY/WELLS/WTR	32,000	0.00	0.00	6,757.79	19,308.15	12,691.85	60%
30-810-1600 MAINTENANCE/WELLS/WTR	5,500	0.00	306.17	306.17	866.97	4,633.03	16%
30-810-1700 MAINTENANCE TOWERS/WTR	45,000	0.00	0.00	0.00	39,855.82	5,144.18	89%
30-810-2200 AUDIT EXPENSE	6,000	0.00	0.00	0.00	0.00	6,000.00	
30-810-2700 TRACTOR M/O-WTR	2,000	0.00	0.00	0.00	76.39	1,923.61	4%
30-810-2800 BUSHHOG/MOWERS/WTR	2,300	0.00	0.00	0.00	890.26	1,409.74	39%
30-810-2900 EQUIPMENT/TOOLS/WTR	3,500	0.00	400.10	400.10	421.92	3,078.08	12%
30-810-3000 OFFICE EQUIPMENT/WTR	1,000	0.00	350.99	579.19	1,976.59	(976.59)	198%
30-810-3100 VEHICLE M/O-WTR	14,000	0.00	718.88	1,429.61	12,913.25	1,086.75	92%
30-810-3200 OFFICE SUPPLIES/WTR	2,500	0.00	224.09	471.30	1,996.75	503.25	80%
30-810-3300 SUPPLIES/WATER	5,000	0.00	127.56	153.46	2,915.04	2,084.96	58%
30-810-3400 SAFETY EQUIPMENT/WTR	1,000	0.00	0.00	455.00	556.76	443.24	56%
30-810-3500 BACKHOE M/O=WTR	1,000	0.00	60.39	298.05	653.90	346.10	65%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Period Ending 2/28/2025

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
30 WATER FUND							
30-810-4000 UNIFORMS/ETC/WTR	2,500	0.00	151.96	151.96	440.76	2,059.24	18%
30-810-4100 MISS UTILITY GRIDS/WTR	500	0.00	12.65	18.40	109.25	390.75	22%
30-810-4300 INSTALL METER/CONN/WTR	5,000	0.00	0.00	0.00	2,391.62	2,608.38	48%
30-810-4400 BACKFLOW PROGRAMS	1,000	0.00	0.00	0.00	0.00	1,000.00	
30-810-4500 METER REPAIRS/WTR	2,000	0.00	0.00	807.58	821.57	1,178.43	41%
30-810-4600 WATER TESTING	3,500	0.00	0.00	196.31	1,343.79	2,156.21	38%
30-810-4700 WATER PERMIT	2,500	0.00	0.00	0.00	2,193.00	307.00	88%
30-810-4800 FIRE HYDRANT REPAIRS	1,000	0.00	0.00	0.00	1,108.49	(108.49)	111%
30-810-4900 CHLORINATION	10,000	0.00	0.00	0.00	7,064.99	2,935.01	71%
30-810-5100 REPAIRS/WATER LINE	12,000	0.00	84.57	171.70	545.67	11,454.33	5%
30-810-5400 INSURANCE/WATER	13,000	0.00	2,763.41	2,763.41	8,656.43	4,343.57	67%
30-810-5700 MISCELLANEOUS/WTR	2,000	0.00	0.00	259.80	755.77	1,244.23	38%
30-810-5900 TRAINING & LICENSING	500	0.00	0.00	0.00	400.00	100.00	80%
WATER DEPT Totals:	392,656	0.00	7,138.35	44,331.20	257,285.42	135,370.58	66%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 15 Of 22

Period Ending 2/28/2025

30 WATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
30-998-0003 WATERLINE RESERVES	23,444	0.00	0.00	0.00	0.00	23,444.00	
30-998-0050 CIP-WATER	49,500	0.00	0.00	0.00	19,476.97	30,023.03	39%
30-998-1000 WELL REPLACEMENT EXPENSE	1,000,000	0.00	0.00	0.00	0.00	1,000,000.00	
CAPITAL ITEM EXPENSE Totals:	1,072,944	0.00	0.00	0.00	19,476.97	1,053,467.03	2%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 16 Of 22

Period Ending 2/28/2025

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
30 WATER FUND							
30-999-0007 VRA WATER TOWER - BOND PAYMENT	37,000	0.00	0.00	0.00	0.00	37,000.00	
DEBT SERVICE Totals:	37,000	0.00	0.00	0.00	0.00	37,000.00	

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 17 Of 22

Period Ending 2/28/2025

Expenses Totals:	1,502,600	0.00	7,138.35	44,331.20	276,762.39	1,225,837.61	18%
30 WATER FUND Revenues Over/(Under) Expenses:			25,861.56	18,718.80	(16,906.90)		

Budget vs Actual

Town of Warsaw

3/12/2025 10:30:10 AM

Page 18 Of 22

Period Ending 2/28/2025

40 WASTEWATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
40-351-0000 WASTEWATER USER FEES	800,000	0.00	64,648.25	130,974.20	549,318.17	(250,681.83)	69%
40-359-0000 INTEREST INCOME CD	2,000	0.00	0.00	0.00	0.00	(2,000.00)	
40-360-0000 INTEREST INCOME	0	0.00	0.00	0.00	977.19	977.19	
40-380-0000 MISCELLANEOUS INCOME	100	0.00	0.00	0.00	218.35	118.35	218%
40-390-1000 CIP - WWF	19,500	0.00	0.00	0.00	0.00	(19,500.00)	
Revenues Totals:	821,600	0.00	64,648.25	130,974.20	550,513.71	(271,086.29)	67%
Expenses							
40-820-0200 SALARIES/WWF	155,000	0.00	270.80	13,390.16	98,821.66	56,178.34	64%
40-820-0201 OT/BONUS - WASTEWATER	9,000	0.00	0.00	3,190.15	8,777.24	222.76	98%
40-820-0500 PAYROLL TAXES/WWF	11,000	0.00	0.00	1,247.67	8,215.24	2,784.76	75%
40-820-0600 SHORT&LONG TERM DISABILITY	815	0.00	37.21	111.63	297.68	517.32	37%
40-820-0700 RETIREMENT/LIFE INS/WWF	16,000	0.00	0.00	1,051.73	11,295.36	4,704.64	71%
40-820-0900 MEDICAL INS/WWF	32,328	0.00	1,796.00	1,796.00	17,960.00	14,368.00	56%
40-820-1100 TELEPHONE/WWF	7,000	0.00	345.95	856.20	3,849.68	3,150.32	55%
40-820-1200 PROPANE/SHOPS	3,750	0.00	730.58	2,345.89	2,999.30	750.70	80%
40-820-1250 GENERATOR FUEL-WWTP/LS	3,250	0.00	0.00	19.71	315.69	2,934.31	10%
40-820-1300 WWTP ELECTRICITY	60,000	0.00	5,917.53	16,036.62	40,144.23	19,855.77	67%
40-820-1350 WW ELECTRICITY-GENERAL	25,000	0.00	673.99	7,167.59	17,179.01	7,820.99	69%
40-820-1600 MAINTENANCE/LS/WWF	12,000	0.00	4.49	4,922.08	9,294.89	2,705.11	77%
40-820-1700 WW PLANT MAINTENANCE	16,500	0.00	4,002.01	7,075.81	29,430.17	(12,930.17)	178%
40-820-2000 SLUDGE REMOVAL/WWF	17,000	0.00	0.00	0.00	5,017.91	11,982.09	30%
40-820-2200 AUDIT EXPENSE/WWF	5,000	0.00	0.00	0.00	0.00	5,000.00	
40-820-2300 LEGAL SERVICES/WWF	1,000	0.00	0.00	0.00	38.00	962.00	4%
40-820-2400 ENGINEERING	30,000	0.00	0.00	1,890.00	15,820.00	14,180.00	53%
40-820-2600 ADVERTISING	1,500	0.00	199.39	199.39	199.39	1,300.61	13%
40-820-2700 TRACTOR MAINT/OPR/WWF	5,000	0.00	0.00	0.00	432.26	4,567.74	9%
40-820-2800	3,000	0.00	0.00	0.00	907.84	2,092.16	30%

Section 3, Item c.

Budget vs Actual

Town of Warsaw

3/12/2025 10:30:10 AM

Page 19 Of 22

Period Ending 2/28/2025

40 WASTEWATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
BUSHHOG/MOWERS/M/O/WWF							
40-820-2850 EQUIPMENT MAINTENANCE	10,000	0.00	127.83	5,109.24	11,100.12	(1,100.12)	111%
40-820-2900 EQUIPMENT/TOOLS/WWF	2,000	0.00	364.11	592.70	1,935.68	64.32	97%
40-820-3000 COMPUTER O/M	1,500	0.00	1,723.97	1,723.97	1,723.97	(223.97)	115%
40-820-3100 VEHICLE M/O-WWF	16,000	0.00	963.06	1,836.18	7,989.44	8,010.56	50%
40-820-3200 OFFICE SUPPLIES/WWF	2,500	0.00	287.11	547.34	2,577.98	(77.98)	103%
40-820-3300 SUPPLIES/GENERAL/WWF	4,000	0.00	213.05	666.33	2,226.64	1,773.36	56%
40-820-3400 SAFETY EQUIPMENT	1,500	0.00	303.20	1,058.60	3,477.83	(1,977.83)	232%
40-820-3500 BACKHOE M/O-WWF	2,000	0.00	60.39	298.05	298.05	1,701.95	15%
40-820-4000 UNIFORMS/WWF	3,000	0.00	0.00	0.00	665.78	2,334.22	22%
40-820-4100 MISS UTILITY/WWF	500	0.00	13.80	19.55	148.68	351.32	30%
40-820-4300	100	0.00	0.00	0.00	0.00	100.00	
CONNECTIONS/INSTALLATIONS/WWF							
40-820-4600 SUPPLIES/TESTING/WWF	3,500	0.00	0.00	1,494.08	12,724.31	(9,224.31)	364%
40-820-4900	2,500	0.00	0.00	15,270.00	15,270.00	(12,770.00)	611%
CHLORINATON/DECHLOR/WWF							
40-820-4950 WWTP CHEMICALS	50,000	0.00	0.00	3,426.57	8,288.06	41,711.94	17%
40-820-5000 GROUND WATER MONITORING	4,000	0.00	0.00	0.00	0.00	4,000.00	
40-820-5100 REPAIR WW LINE/WWF	5,000	0.00	0.00	0.00	0.00	5,000.00	
40-820-5300 DUES/WWF	2,000	0.00	0.00	259.80	1,744.80	255.20	87%
40-820-5400 INSURANCE/WWF	18,500	0.00	6,164.53	6,164.53	18,859.79	(359.79)	102%
40-820-5700 MISCELLANEOUS/WWF	1,500	0.00	0.00	0.00	553.95	946.05	37%
40-820-7900 TRAINING/PLANT OPR	1,500	0.00	0.00	0.00	1,076.51	423.49	72%
40-820-8000 CONTRACTED LAB TESTING	35,000	0.00	2,952.32	8,805.85	39,148.48	(4,148.48)	112%
40-820-8100 WWF MINOR PERMIT FEE	3,750	0.00	0.00	0.00	3,408.00	342.00	91%
WASTEWATER DEPT Totals:	584,493	0.00	27,151.32	108,573.42	404,213.62	180,279.38	69%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 20 Of 22

Period Ending 2/28/2025

40 WASTEWATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
40-998-0002 CIP-WASTEWATER	0	0.00	0.00	0.00	19,476.98	(19,476.98)	
40-998-0007 TRANSFER TO WASTEWATER RESERVES	9,607	0.00	0.00	0.00	0.00	9,607.00	
40-998-0050 CAPITAL IMPROVE PLAN RESERVES	19,500	0.00	0.00	0.00	0.00	19,500.00	
CAPITAL ITEM EXPENSE Totals:	29,107	0.00	0.00	0.00	19,476.98	9,630.02	67%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 21 Of 22

Period Ending 2/28/2025

40 WASTEWATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
40-999-0005 BOND PAY/GEN OBLIGATION 2013	208,000	0.00	0.00	47,904.00	207,361.00	639.00	100%
DEBT SERVICE Totals:	208,000	0.00	0.00	47,904.00	207,361.00	639.00	100%

Section 3, Item c.

Budget vs Actual

Town of Warsaw
3/12/2025 10:30:10 AM

Page 22 Of 22

Period Ending 2/28/2025

Expenses Totals:	821,600	0.00	27,151.32	156,477.42	631,051.60	190,548.40	77%
40 WASTEWATER FUND Revenues Over/(Under) Expenses:			37,496.93	(25,503.22)	(80,537.89)		

Section 3, Item c.

WARSAW REVOLVING-LOAN FUNDS

Monthly Financial Statement

Period (from / to): **2/1/25** **2/28/25**

Description	
Number of Active Loans	7
Balance Beginning of Month	\$ 13,096.82
Principal Received During Period	\$ 155.46
Interest Received During Period	\$ 24.23
Fees Received During Period	\$ -
Total Funds Received During Period	\$ 179.69
Disbursement to Warsaw	
PDC Fee During Period	\$ (140.00)
Funds Available to Loan Out	\$ 13,136.51

Balance in RLF: \$16,703.03

Available to lend: \$6,703.03

	Summary of Loans	Received This Period	Balance	Current?
1	Relish - #234	\$ -	\$ 5,276.99	NO
2	Pitts - #235	\$ -	\$ 0.00	REPAID
3	Moore - #237		\$ 4,233.08	NO
4	Dunbrooke LLC - #242		\$ 5,868.97	YES
5	Beale/Old Rapp. - #244	\$ -	\$ 468,750.00	YES
6	Cleary - #251	\$ -	\$ -	REPAID
7	Teresa's Nails - #261	\$ 179.69	\$ 9,534.77	YES
		\$ 179.69	\$ 493,663.81	

AMERICAN RECOVERY PLAN ACT (ARPA) - TOWN OF WARSAW PROPOSED BUDGET

Revenues	\$770,875 (Payment #1)
	\$770,875 (Payment #2)
TOTAL -	\$1,541,750

Items - Payment #1	Total Cost	Total Disbursed as of 03/10/2025	Remaining
Remote Water Meter Reading System	\$0		
Community Market Matching Funds	\$141,466	\$98,548.91	\$42,917.35
VDOT TAP Sidewalk Project - First Contribution (FY 2022)	\$200,000	\$200,000.00	\$ -
Comprehensive Plan Update	\$55,133	\$55,133.22	\$ -
COVID Bonuses	\$12,500	\$12,500.00	\$ -
ADA Outdoor Playground Equipment	\$23,550	\$23,550.00	\$ -
Town Vehicle - Parks & Rec / Admin / Conferences / Back Up Vehicle	\$36,079	\$36,079.30	\$ -
The Bounds - Parking Lot Improvements	\$34,200	\$34,200.00	\$ -
Christmas Town Bonuses	\$5,000	\$5,000.00	\$ -
Police Department Computer Upgrades	\$19,172	\$19,172.02	\$ -
Well #3 Pump Removal and Replacement	\$74,720	\$74,720.00	\$ -
Main Street Improvements	\$235,000	\$235,000.00	\$ -
Public Works Vehicle	\$37,199	\$37,199.13	\$ -
Purchase Laptop	\$1,712	\$1,712.00	\$ -
Joint Tourism Venture (NINPDC/Richmond County)	\$0		
	\$834,265		
Items - Payment #2			
VDOT TAP Sidewalk Project - Second Contribution (FY 2023)	\$463,119	\$463,119.00	\$ -
Well Replacement	\$35,416	\$35,415.74	\$ -
Website Overhaul	\$5,667	\$5,667.00	\$ -
Clock Reconstruction & Welcome Plaza	\$0		
The Bounds - Irrigation, Seeding, Lighting, Stormwater Controls, Creek Overlook, Walking Paths	\$161,818	\$161,818.00	\$ -
REVENUE-DISBURSEMENT=REMAINING		\$1,498,834.32	\$42,915.68

PUBLIC HEARING NOTICE

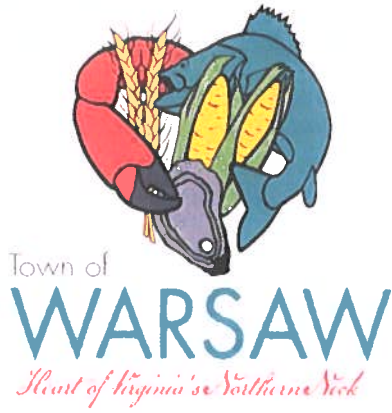
Warsaw Town Council will conduct a public hearing on Thursday, March 13, 2025, at 6:00 p.m., or as soon thereafter as the matter may be called on the agenda, in Town Council Chambers in the Town offices, 78 Belle Ville Lane, Warsaw, VA, for the purpose of receiving comments from the public on the proposed amendment of the Town budget to reallocate \$150,000 from the Town's reserve fund to the Town's wastewater fund to be used for repairs to the Town's wastewater treatment facility.

Information regarding the above may be examined at the offices of the Town Manager, 78 Belle Ville Lane, Warsaw, Virginia during normal business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday. Additional information can be obtained by telephone at (804) 333-3737.

PUBLIC NOTICE

Warsaw Town Council will conduct a public hearing on Thursday, March 13, 2025, at 6:00 p.m., or as soon thereafter as the matter may be called on the agenda, in Town Council Chambers in the Town offices, 78 Belle Ville Lane, Warsaw, VA, for the purpose of receiving comments from the public on the proposed option to lease certain real property owned by the Town. The property in question consists of approximately 200+/- acres and is a part of the larger tract owned by the Town, designated as Richmond County tax map # 24-65 and # 24-121, and being generally located between Wellford's Wharf Road, History land Highway and Totuskey Creek.

Information regarding the above may be examined at the offices of the Town Manager, 78 Belle Ville Lane, Warsaw, Virginia during normal business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday. Additional information can be obtained by telephone at (804) 333-3737.



MEMORANDUM

TO: Warsaw Town Council

FROM: Joseph N. Quesenberry, Town Manager

DATE: 03/13/2025

RE: Town Manager's Report

Dear Council Members,

Please find my Town Manager's report for the month of February, and the beginning of March. As always, please let me know if you have any questions or wish to discuss any items further.

1. Budget Presentation

Thank you to everyone that made it to the budget work session earlier this month, it was a productive meeting, and I look forward to presenting the final draft of our annual budget at next month's meeting.

2. Mural Project Update

We are currently awaiting signed paperwork from Lakeway Publishers that allows for a mural to be painted on the side wall of the former Daily. While we do this, I am meeting with the muralist tomorrow to discuss the space, ideas, and answer questions. He will then provide us with a proposed design for your review. We anticipate the project to be completed sometime this June or July.

3. Mandatory FOIA Recap

Thank you to our Council members for attending FOIA training, and to Mrs. Blackley-Rice for setting it up! Please let us know if you have any questions.

4. VLGMA Conference Recap

I was fortunate enough to attend the 2025 VLGMA Winter Conference last month, where I had the opportunity to hear valuable information from within our field, discuss A.I. in local government and increased efficiency, and to continue planning for the Summer Conference, where I'm proud to once again co-host the 300+ City, Town, and County Managers that attend.

5. Economic Development

I continue to make progress regarding the hotel project, and hope to have a formal proposal for your review within the next few months. At this time, I am still working on negotiations with Atlantic Union Bank regarding the land and will work to have in an application to DHCD to grant fund the planning stages. I will keep you posted as this progresses. I have also been in discussions with a regional and national gasoline station / convenience center provider and hope to have an update to you within the next few months.

6. Community Impact Analysis

I have worked with the Town attorney and with Mr. Packett to enter into an agreement for a community impact analysis. The firm of S. Patz & Associates, a well-known and reputable group from Northern Virginia, has already worked to gather valuable information and hopes to have a deliverable product within 100 days. The Town is the client, ensuring that it's a fair and unbiased report, and we are reimbursed by Mr. Packett for the entire cost, as was offered within the proffer statement. I will provide the report to each of you once it is complete.



Warsaw Police Department

Section 7, Item c.



From the desk of Chief Sean L. Peterson

MONTHLY ACTIVITY REPORT February 1-28, 2025

Total calls for service: 229

Section I: Incidents

DATE	CASE	OFFENSE	BLK / STREET
2/6/2025	2025-000019	18.2-57- Assault	Maple Street
2/18/2025	2025-000023	18.2-119 – Trespass: After being forbidden to do so	Jones Lane
2/24/2025	2025-000024	46.2-896 – Accident, Driver not report/unattended property	George Brown Ln.
2/24/2025	2025-000025	46.2-896 – Accident, Driver not report/unattended property	4000 Blk-Richmond Road

Section II: Arrests

DATE	CASE	OFFENSE	BLK / STREET
2/13/2025	2025-000021	19.2-306 – Revocation of suspension of sentence and probation	471 Main Street
2/18/2025	2025-000022	19.2-306 - Revocation of suspension of sentence and probation	471 Main Street
2/28/2025	2025-000026	53.1-149 – Felony Probation Violation	471 Main Street

Section III: Traffic

Driving on suspended/Revoked License	3
Reckless Driving	0
Distracted Driving	2
Speeding	14
Expired Inspection	13
Expired / Improper VA Tag	1
Town Citations Issued	3
All other traffic summons	5
Reportable traffic crashes	9
Traffic Warnings	18

Section IV: Community Engagement

Neighborhood Select Patrols	253
Business Checks	199
Community Events	6

COUNCIL MEM

Joseph N. Quesenberry
Town Manager

Melissa Coates
Assistant Town Manager

Julia Blackley – Rice
Treasurer & Clerk

Sean L. Peterson
Chief of Police

Sands Anderson Law
Town Attorney



Randall L. Phelps - Mayor

Paul G. Yackel - Vice Mayor

Mary Beth Bryant

Jonathan English

Ogle E. Forrest, Sr.

Faron H. Hamblin

Rebecca C. Hubert

Ralph W. Self

78 Belle Ville Lane, Warsaw, VA 22572 | P.O. Box 730 | Phone - (804) 333-3737 | <http://www.townofwarsaw.com>

MEMORANDUM

TO: Warsaw Town Council

FROM: Jesse Schools, Director of Public Works

DATE: 3/13/2025

RE: Public Works Report

Dear Council Members:

Please find my Public Works Report for the month of February. Please let me know if you have any questions or concerns.

-WWTP

Monthly Numbers

Average daily Influent flow for February – 192,300 gallons, an increase of 20,700 gals from the month of January average daily flow.

Maximum Influent flow for February – 286,600 gallons, an increase of 71,000 gals from the month of January max flow.

Nutrient Sampling Results

For February, the average effluent Total Nitrogen (TN) concentration was 2.43 mg/l, within the limits of our permit.

For February, the average effluent Total Phosphorus (TP) concentration was 0.13 mg/l, within the limits of our permit.

Monthly Operations and Maintenance

Plant staff collected samples from our six ground water monitoring wells to complete testing for our first quarter of 2025.

Operators serviced equipment as to our preventive maintenance program.

Plant staff surveyed and cleaned all the lamps that service the UV disinfectant system.

Completed and submitted our monthly operations report.

Ordered necessary supplies.

Joseph N. Quesenberry
Town Manager

Melissa Coates
Assistant Town Manager

Julia Blackley – Rice
Treasurer & Clerk

Sean L. Peterson
Chief of Police

Sands Anderson Law
Town Attorney



COUNCIL MEMO

Randall L. Phelps - Mayor

Paul G. Yackel - Vice Mayor

Mary Beth Bryant

Jonathan English

Ogle E. Forrest, Sr.

Faron H. Hamblin

Rebecca C. Hubert

Ralph W. Self

78 Belle Ville Lane, Warsaw, VA 22572 | P.O. Box 730 | Phone - (804) 333-3737 | <http://www.townofwarsaw.com>

Plant staff are working with Power and Flow field tech to find a cost-effective way to restore efficient service to our sand filtration system.

Plant effluent samples taken and tested for the month of February met all requirements as to our permit discharge limits.

-Water Department

Attached you will find the Water Loss Report, for the month of February we are at a 2% water loss. Department staff did daily chlorine checks of all four wells, along with two random samples each day throughout town.

Staff also completed state selected bacteria samples; all results came back absent.

The water department also checked sewage/pump stations each day.

-Refuse Department

For the month of January town staff made 16 trips to the landfill totaling 118 tons or 236,000 pounds of trash.

Truck #5 made its way to Mid Atlantic Truck and Equipment in Chesapeake, VA for repairs

-Public Works (Maintenance)

Staff assisted with Monday and Thursday residential trash pickup.

Assisted with recording of monthly water meter readings.

Helped at our WWTP when needed, along with the Water Dept.

Took care of the bathrooms and grounds at the Town Park.

Monthly Water Loss Report

Section 7, Item d.

Water System:

For the Month of:

Year:

Water Produced this month: gallons

Water Purchased this month: gallons

A: Total Water Produced and Purchased = **5,886,300 gallons**

Sold: Residential gallons

Total Sold = **5,726,610 gallons**

B: Difference: (Produced+Purchased) - Sold = **159,690 gallons**

% Difference = **3 % total water loss**

Gallons of Water Accounted For:

Breaks (Estimated Total)	<input type="text" value="0"/>	gallons
Hydrant Flushing	<input type="text" value="2,000"/>	gallons
Storage Tank/Clearwell overflow	<input type="text" value="0"/>	gallons
Fire Hydrant Use	<input type="text" value="0"/>	gallons
Fire Department Use	<input type="text" value="2,000"/>	gallons
Leak adjustments	<input type="text" value="0"/>	gallons
Maintenance shop	<input type="text" value="2,500"/>	gallons
Sewer jetting	<input type="text" value="0"/>	gallons
Town watering flowers	<input type="text" value="0"/>	gallons
Office/Police Dept.	<input type="text" value="8,000"/>	gallons
Pool	<input type="text" value="0"/>	gallons

C: Total Gallons Accounted For = **14,500 gallons**

Loss: Unaccounted-for Water: (B-C) = **145,190 gallons**

% Loss: Unaccounted-for Water: (B-C)/A %= **2 % unaccounted - for loss**

days in billing period

Gallons / Day Loss = **4,684 gallons/day**

Gallons / Minute Loss = **3 gallons/min.**

This spreadsheet is a product of the Technical Assistance Center for Water Quality at Western Kentucky University and the Kentucky Rural Water Association. Feel free to contact us at (270) 745-5948 or at <http://water.wku.edu/>. This spreadsheet may be freely distributed. Please let us know if you use it, like it, or have suggestions for improvement!

Breakdown by Housing Code



- ESSEX 1
- FEDERAL 243
- GLOUCESTER 97
- HOME ELECTRONIC MONITORING 2
- KING WILLIAM 2
- MID PEN RJ-Middlesex 2
- NEWPORT NEWS 1
- NORTHUMBERLAND 13
- PRE-TRIAL 9
- RICHMOND 12
- ROCKINGHAM- HARRISONBURG RJ 1
- SPOTSYLVANIA 2
- U.S. Marshal - Alexandria 12
- U.S. Marshal - DC District 38
- U.S. Marshal - DC Superior 29
- U.S. MARSHAL - GREENBELT 1
- U.S. Marshal - Norfolk 27
- U.S. MARSHAL - RALEIGH 23
- U.S. Marshal - Richmond 99
- U.S. MARSHAL MIDDLE DIST. N.C. 14
- WESTMORELAND-NNRJ 35

RESOLUTION

**APPOINTMENT OF HOUSING REHABILITATION
BOARD FOR THE TOWN OF WARSAW
(DHCD GRANT NUMBER 23-23-14)**

WHEREAS, certain actions are required by the Virginia Department of Housing and Community Development (DHCD) as part of Grant Number **23-23-14**; and

WHEREAS, Project management for this grant requires the establishment of a Housing Rehabilitation Board to oversee implementation of the Housing Rehabilitation Program associated with the Grant;

NOW, THEREFORE, BE IT RESOLVED by the Town of Warsaw Town Council this _____ day of _____, 2024, that, a Housing Rehabilitation Board is established for the purposes of overseeing implementation of the Housing Rehabilitation Program associated with DHCD Grant Number 23-23-14 and the following persons are appointed to such Board with such service running concurrent with the duration of the DHCD Grant:

Name	Association
Joseph N. Quesenberry	Town Manager
Melissa W. Coates	Assistant Town Manager
Jesse Schools	Director of Public Works
Ogle Forrest	Warsaw Planning Commissioner
Clay Woolard	Richmond County Building Inspector

Adopted on _____, 2025.

RESOLUTION

**APPROVAL OF HOUSING REHABILITATION
PROGRAM DESIGN FOR THE TOWN OF WARSAW
(DHCD GRANT NUMBER 23-23-14)**

WHEREAS, certain actions are required by the Virginia Department of Housing and Community Development (DHCD) as part of Grant Number **23-23-14**; and

WHEREAS, Project management for this grant requires the establishment of a Housing Rehabilitation Program Design to guide the Housing Rehabilitation Program associated with the Grant;

NOW, THEREFORE, BE IT RESOLVED by the Town of Warsaw Town Council this _____ day of _____, 2025, that Warsaw’s Housing Rehab Program Design, dated October 2, 2024, be duly adopted.

Adopted on _____, 2025.

HOUSING REHAB PROGRAM DESIGN

Warsaw Housing Rehabilitation Project

CDBG# 23-23-14

October 2, 2024

**Funded By
The Virginia Department of Housing and
Community Development**

Table of Contents

Section 1: Program Objective and Guidelines 3-4
 Program Objective 3
 Program Guidelines 3-4
 Section 2: Program Staffing 4
 Section 3: Program Eligibility 5-8
 Eligibility for Assistance 5
 Project Area Eligibility 5
 Income Eligibility 5-6
 Property Eligibility 6-7
 Ownership Eligibility of Owner-Occupied 8
 Ownership Eligibility of Investor-Owned 8
 Section 4: Application Process 9-10
 Solicitation of Applications 9
 Application Period 9-10
 Section 5: Structures Eligible for Housing Rehabilitation Assistance 10-12
 Property Rehabilitation Standards 10
 Substantial Reconstruction 11-12
 Lead Based Paint (LBP) 12
 Section 6: Financial Assistance Available 12-13
 Owner-Occupied Assistance 12
 Investor-Owned Assistance 13
 Relocation Assistance 13
 Section 7: Contracting Procedures 13-15
 Contractor Solicitation 13
 Contractor’s Qualifications 13-14
 Pre-Bid Activities 14
 Bidding Process 14
 Contracting Process 14-15
 Section 8: Construction Process 15-16
 Pre-Construction Conference 15
 Inspections 15
 Progress Payments 15-16
 Section 9: Home Maintenance Education Program 16
 Section 10: Security, Loan Servicing and Non-Occupancy 17
 Security Requirements 17
 Loan Servicing 17
 Non-Occupancy 17
 Section 11: Complaint and Appeals Procedure 17-18
 Section 12: Program Design Amendments 18

 By-Laws of the Housing Rehab Advisory Board Attachment 1
 Project Area Map Attachment 2
 Complaint and Appeals Procedure Attachment 3
 Income Limits Attachment 4

Section 1: Program Objective and Guidelines

PROGRAM OBJECTIVE

The objective of the **Town of Warsaw Town Council** and the Housing Rehabilitation Advisory Board is to provide safe, sanitary, and affordable housing in a suitable neighborhood living environment for the residents participating in the **Warsaw Housing Rehabilitation Project**. The housing rehabilitation program will provide financial and technical assistance to qualified residents—who are not financially able to resolve their housing deficiencies—to repair and maintain their homes and ensure lasting benefits for at least 10 years.

PROGRAM GUIDELINES

The **Warsaw Housing Rehabilitation Project** will operate in accordance with written guidelines which have been established as local policies and procedures for the implementation of the housing rehabilitation effort and adopted by both the **Warsaw Town Council** and the Housing Rehab Advisory Board. Every family and individual will be treated with fairness and consistency. The adopted program standards will apply equally to each program applicant.

The **Warsaw Town Council** will appoint five (5) members to the Housing Rehab Advisory Board to assist the Project Manager in overseeing all program activities and to assure that they are carried out fairly and in conformance with the program design. At a minimum, the Housing Rehab Advisory Board will consist of one (1) **Town Council** Member, one (1) **Town Council** staff representative, and one (1) non-benefiting neighborhood resident. The Housing Rehab Advisory Board will a) review the program design and advise the **Town Council** on necessary revisions during the course of implementation; b) serve in an advisory capacity in reviewing application and work write-ups for bidding and contract award; c) review the current list of eligible contractors for bidding on the project; and d) assist **The Town of Warsaw** in securing additional participation from potential applicants and qualified contractors (*see Attachment 1: By-Laws of the Housing Rehab Advisory Board*).

Basic guidelines of the program are outlined below:

- a. Project related non-construction cost (e.g. application intake and processing, inspections, blower door tests, etc.) will be limited to 10 percent of construction cost. Inspection and specification writing are considered non-construction cost. Loan closing and servicing costs are considered construction costs.
- b. The program will not benefit moderate-income persons to the exclusion of low-income persons.
- c. The program will not prioritize beneficiaries in such a manner as to discriminate against minority, elderly, large families and female-headed households.
- d. The program will not require first lien position.
- e. The program will not require contractors to be bonded if adequate credit is established.
- f. The program will execute a rehabilitation contract for all units, which include work specifications, dollar amount of contract, lead-based paint certification and federal contract inserts concerning Equal Opportunity.

- g. The documents securing the applicable lien on the rehabilitated property will require the occupants of the property to participate in a housing maintenance education and training program.

Section 2: Program Staffing

The Project will be implemented by the following positions:

PROJECT ADMINISTRATOR – The **Northern Neck Planning District Commission** will be designated as the CDBG Project Administrator and will be responsible for the overall implementation and the management of the housing rehabilitation program. It will oversee the initial DHCD HQS inspection and oversee the Rehabilitation Specialist, including revisions and approvals of change orders. All positions involved in the project will report directly to the Project Administrator, and the Project Administrator will receive and process complaints as well as record minutes of the monthly meetings.

HOUSING REHABILITATION SPECIALIST – **Tian Construction Group, LLC** will be designated as the Housing Rehabilitation Specialist and will be responsible for the quality and cost control of construction. Specific duties include initial property inspection, completing blower door testing, work write-ups cost estimates, preparation of master Specifications, job specifications bid packages (both rehabilitation and substantial reconstruction), assist with: pre-qualification of contractors, pre-bid and preconstruction conferences, issuing addenda, bidding, recommendations for contract award, construction inspections, change order approval, pay request approval, and closeout of individual projects. In addition, the housing Rehabilitation Specialist will be responsible for obtaining electrical certifications, certifying that housing quality standards violations have been alleviated, and providing lead-based paint certification, asbestos and radon inspection reports to the Project Administrator, and warranties of equipment installed to the homeowners. The Rehabilitation Specialist will assist in the review of the completed work write-up with the property owner and tenant, in the case of rental property, securing a signature from the property owner indicating approval of the proposed improvements.

The Rehabilitation Specialist is also expected to attend Project Management Team and Rehabilitation Advisory Board meetings. The Rehabilitation Specialist will inspect properties designated as relocation resources located in the **Town** to determine if they are decent, safe and sanitary dwellings.

NEIGHBORHOOD REPRESENTATIVES

A non-benefiting neighborhood resident will serve as the Neighborhood Representative on the Housing Rehab Advisory Board and assist in securing applications for housing rehab and serve as a liaison between the Housing Rehab Advisory Board and the management team.

Section 3: Program Eligibility

ELIGIBILITY FOR ASSISTANCE

The eligibility of an applicant shall be determined on the basis of the individual's income, as well as the property location, individual's term of residency or ownership of the property and ability of the property to be rehabilitated. The program will not benefit moderate-income persons to the exclusion of low-income persons. It will not prioritize beneficiaries as to discriminate against large families or female-headed households.

An applicant or tenant must meet the following eligibility “tests”:

PROJECT AREA ELIGIBILITY

The **Warsaw Housing Rehabilitation Project includes five “scattered sites” homes in the Town** (see Attachment 2: Project Map). The applicant must reside in a targeted property or own rental property within the project service area in order to apply for financial assistance for the rehabilitation of their unit.

INCOME ELIGIBILITY

The adjusted gross family income cannot exceed 80 percent of the latest available area median income by family size as issued annually by the U.S. Department of Housing and Urban Development at <https://www.huduser.gov/portal/datasets/il.html> (See Attachment 4)

NOTE: Maximum Income limits will be revised annually as income levels are released by HUD and the current low-moderate income limits will be used.

Adjusted gross family income is defined here as all income from any source to any person residing in the applicant property. Income from wages, salaries, tips, alimony, investment income and interest, retirement, social security, SSL veterans administration, public assistance such as unemployment compensation, welfare, food stamps, aid-to-dependent children and other sources of public assistance will be included in total annual income.

Income Exclusions include:

- a. Income of children under 18 years of age, foster care payments, medical reimbursements, live in aid;
- b. Scholarships, hostile fire pay, training payments, disabled PASS, gifts and housing assistance payments;
- c. Income of an occupant who is 18 years and under or is a full time student and is not the primary income recipient will be deducted from the gross income to determine adjusted gross income.

Non-recurring income will be deducted from gross income to determine adjusted gross income. Examples of this income are the sale of property, stock, one-time survivor benefits, etc.

Additions and deletions from household income will be determined in accordance with Section 8 guidelines.

Income Deletions include:

- a. \$480 for each dependent under the age of 18 years of age; does not include head of household or spouse.
- b. \$400 for any elderly *household* (age 62 years of age or older).
- c. Medical expenses in excess of 3 percent of annual income for handicapped or elderly households.

Both checking and savings bank accounts will be verified to determine if applicant exceeds maximum cash assets of \$25,000. Applicants whose income is between 50 to 80 percent of the median income established for Rehabilitation by HUD Section 8 Income Guidelines will be ineligible for rehabilitation assistance if they have in excess of \$25,000 in reserve, thereby permitting the structure to be rehabilitated without CDBG assistance.

Ten percent (10%) of liquid assets or actual interest earned shall be added to the income in determining eligibility. Current estimated annual book value of second or additional automobiles less than four years old will be added to the assets in determining eligibility.

Applicants will be provided a copy of *Items Needed for Housing Applications* which details the information they should bring with them when they come in to complete an application for assistance.

PROPERTY ELIGIBILITY

Property eligibility includes those structures “Suitable for Rehabilitation” that are not deteriorated beyond the point that they can be brought up to HUD Section 8 Housing Quality Standards (HQS), including VDHCD Supplemental Rehab Standards, within the allowable \$125,000 in financial assistance available under this program. Properties defined as “Unsuitable for Rehabilitation” are defined as substandard units in such poor condition that it is not structurally nor financially feasible to rehabilitate to Section 8 and Supplemental Rehab Housing Quality Standards within the \$125,000 per unit. Housing units “Unsuitable for Rehabilitation” also include units to be razed within the Project Area to remove deleterious use and blight. “Unsuitable for Rehabilitation” is further defined as a residential structure which has major structural conditions due to inadequate original construction or has failing foundation, floor, wall, ceiling, roof and exterior systems. The Housing Rehabilitation Specialist will document specific conditions and make a determination that more than 50 percent of the structure must be demolished in order to comply with the housing quality standards.

Exceptions to the \$125,000 limit may be granted by VDHCD if items are identified as bid alternates.

Qualified Exceptions include:

- a. Bathrooms;
- b. Wells, septic, water and/or sewer connections;
- c. Accessibility improvements for disabled persons;

- d. Changes to the footprint of the house as needed (including relief of overcrowded situations);
- e. Actual lab costs for evaluation of lead dust tests; and
- f. Property demolition as part of a substantial reconstruction.

The total cost of these exceptions, however, must be documented and cannot cumulatively exceed \$20,000 over the basic rehab cost (\$125,000 maximum) or basic substantial reconstruction cost (\$150,000 maximum). Demolition costs are a separate, standalone budget item, but must be reasonable in cost as determined by the Rehab Specialist.

Housing rehabilitation may be considered if the property owner is financially capable of providing the funds required to make up the deficit in the \$125,000 CDBG maximum assistance level and the amount required to accept the lowest responsible bid. The property owner would be required to provide the funds to the **Town** for escrow prior to contract execution with the construction contractor. The amount of funds in escrow would reflect additional funds (10 percent of rehabilitation contract amount) potentially required for change orders as deemed appropriate by the Rehabilitation Specialist. If there were cost savings incurred during the rehabilitation work, the program and property owner would realize these savings proportionately.

Assistance will not be available to travel trailers or properties determined by the Housing Assistance Coordinator to be squatter shacks whereby residency has been established haphazardly and posthaste in order to take advantage of this financial assistance. In order to receive assistance the dwelling must be a year-round residential unit.

Debris removal is a pre-construction requirement to participate in the housing rehabilitation program. Property owners will be required to clear the exterior and interior rehabilitation site of all identified trash, debris, inoperable vehicles and derelict structures prior to receiving rehabilitation assistance. If the owner is elderly or handicapped and cannot physically clear the property or arrange for the removal of the debris, the work will be added to the rehabilitation work write-up and included as part of the contractors' bid package and the subsequent lien on the property.

OWNERSHIP ELIGIBILITY OF OWNER-OCCUPIED

The housing rehabilitation program is available to single-family owner-occupied structures. The applicant legally owns the property and maintains it as his/her principal residence. A principle residence is defined for purposes of this program as the housing unit in which the individual lives for a minimum of nine (9) months out of the year. **Owner-occupants are required to maintain sufficient insurance coverage** to replace or repair the rehabilitated unit should there be a fire or other disaster.

OWNERSHIP ELIGIBILITY OF INVESTOR-OWNED

The rehabilitation program is also available to single-family and multi-family rental structures within the target area. For multi-family structures participating in the rehab program, at least 51 percent of the units must be occupied by LMI households. CDBG expenditures will be made only in proportion to the number of units set aside for LMI persons. The applicant must legally own the property. Investor-owners of substandard properties will qualify regardless of the investor-owner's income, as long as the units are and will continue to be occupied by LMI tenants.

The rehabilitated properties must be rented to low- and moderate-income occupants, as defined by current HUD Section 8 Income Guidelines, within six (6) months of completed rehabilitation. Displacement of an existing tenant not meeting the income standards by the investor-owner will not be allowed to make his property eligible for participation in the rehab program. A landlord is prohibited from charging a tenant more than 35% of his adjusted annual income for rent and utilities for a structure assisted under this program. Investor-owners will be prohibited from unduly raising their rents. An annual percentage increase will be reviewed by the Housing Rehab Advisory Board and allowed for documented increased cost related to taxes and insurance as long as the rent plus utilities does not exceed more than 35 percent of the LMI tenant's adjusted gross annual income.

The investor-owner will be required to sign an agreement with the **Town** specifying he/she will abide by these rent controls for the term of any lease signed during the lien's term. Investor-owners are required to maintain sufficient insurance coverage to replace or repair the rehabilitated unit should there be a fire or other disaster. Rental properties which become vacant during the lien's term must be rented within three months of vacancy or the loan will be due and payable. Extensions may be granted if the Housing Assistance Coordinator is furnished sufficient evidence documenting good faith efforts to rent the property were initiated immediately upon property availability and are ongoing. During the term of the loan it is the responsibility of the investor-owner to notify the Housing Assistance Coordinator immediately when the unit becomes vacant and to have the potential tenant submit an application to verify income eligibility.

The Town of Warsaw's priority is to rehabilitate owner-occupied single-family houses, followed by single-family rental properties, and lastly multi-family dwellings. Homes that are a threat to life or safety will be addressed first. Homes lacking indoor plumbing will be addressed second.

Section 4: Application Process

SOLICITATION OF APPLICATIONS

Access to submit applications will be afforded to all persons regardless of age, disability, or income. A citizen meeting will be held to provide information on the program to residents within the target area. Additionally, brochures describing the program will be distributed to property owners and residents. Households with literacy problems will be visited to explain the program. A statement regarding the Provision of the Privacy Protection Act of 1976 will be provided each applicant with the assurance that their rights under the Act will be abided by.

Each applicant will be required to provide a statement indicating the names and ages of all household occupants, who will reside in the assisted property.

APPLICATION PERIOD

Applications for LMI owner-occupied housing assistance will be accepted during the initial neighborhood meeting that will outline the housing rehabilitation program and the application procedure. Eligible applications will be scored according to the system shown below. Applications will be ranked based on the number of accumulated points.

<u>Family Characteristics</u>	<u>Points</u>
Female Headed household (1 or more children)	1
Each Dependent Child	1
Elderly (62 years)	2
Disabled (other than elderly)	2
Very low-Income (below 50 percent of median)	2
 <u>Structure Characteristics</u>	
Occupied	1
Moderate Repairs Required	1
Significant Repairs Required	2
Lack Indoor Plumbing	5
Life-Threatening Conditions	5

Following determination of income eligibility and housing Board approval, the Housing Assistance Coordinator will provide the Rehabilitation Specialist with a list of homes for inspection including blower door testing and development of a work write-up with owners' signature and a cost estimate. The Rehabilitation Specialist will also prepare the bid packages. The Housing Rehab Advisory Board will be provided with a summary of each applicant and rehabilitation job for its approval prior to notifying contractors for bidding.

The applicant must establish clear title to the property. The owner will have to provide a copy of the deed or mortgage. The owner could, however, provide proof of control of the property if he or she has made payments of property taxes and insurance for a period of three (3)

years immediately preceding application submission. Life estate rights are an acceptable form of ownership, but shall be recorded whenever feasible prior to execution of the loan documents. If title issues arise after the household has been ranked or if the beneficiary is otherwise not ready to proceed promptly, the Housing Rehab Advisory Board may proceed to the next “rehab ready” property owner on the list and return to the higher ranked beneficiary when he or she is ready.

The Housing Assistance Coordinator will determine and document whether an applicant has an emergency situation and will be given priority. Properties found to be lacking complete indoor plumbing will also receive priority ranking.

Applications will be taken on an on-going basis as long as funds are available. As a part of the intake process, applicants will be informed that if their application is denied, they will be notified in writing of this decision and that they have fifteen (15) days from receipt of the notice to make a written appeal to the Grant Manager. Applicants will be informed of the TDD number for the hearing impaired and offered assistance by staff in making written appeals at their request. The Grant Manager will review the facts of the case and respond to an appeal within fifteen (15) days. The Grant Manager may arrange another review of the application by the Housing Rehab Advisory Board.

Contractual Agreements specifying the responsibilities of all parties will be executed prior to the issuance of a Notice to Proceed. Documents, which will be executed, include the deed of trust, promissory note, or loan agreement, if applicable, and the three-party construction contract. All beneficiaries will receive the applicable documents regardless of their ability-to-pay.

Section 5: Structures Eligible for Housing Rehabilitation Assistance

PROPERTY REHABILITATION STANDARDS

All units receiving rehabilitation improvements are restricted to the correction of deficiencies as determined by the DHCD housing Quality Standards (Section 8 Inspection Checklist) and in accordance with the Virginia Department of Housing and Community Development’s Supplemental Rehab Requirements for termite control, chimney safety, debris and trash removal, electrical components function, safety and weatherization, etc.

All properties receiving assistance will be inspected by the Rehabilitation Specialist in adherence to the Property Rehabilitation Standards of this Program. The **Town’s** CDBG Project Manager, or his designee, will be responsible for an initial inspection of all properties eligible for rehabilitation assistance prior to the development of bid packages. All properties rehabilitated will be brought into compliance with DHCD Housing Quality Standards and VDHCD’s Supplemental Rehabilitation Requirements. **Cosmetic improvements will be minimized and related to correcting substandard conditions. Under no circumstances are items such as dens, garages, pools, greenhouses, decks, or extraneous landscaping to be provided with funds from this program.**

SUBSTANTIAL RECONSTRUCTION

If, during the implementation of the housing rehabilitation program, the grant-receiving locality qualifies a family in a dilapidated dwelling which is determined “Unsuitable for Rehabilitation”, the locality will seek VDHCD approval to substantially reconstruct the house on the same site at a cost not to exceed \$150,000 after all other options, including relocation have been fully explored and documented as infeasible. Substantial reconstruction will be pursued only upon written approval from VDHCD. The established policy of VDHCD for substantial reconstruction noted below will be followed:

1. The occupants of the house must be the owner of the property or have life rights to the property.
2. The \$150,000 limit of CDBG funds excluding exceptions for water, sewer, and large family bedrooms.
3. Strategies such as rehabilitation and relocation must be explored and documented as unfeasible before using this option.
4. Dwelling must meet the definition of “Unsuitable for Rehabilitation” per the Program Design.
5. In the case where a contractor has physically begun rehabilitation and discovers that conditions are worse than expected, making the property “Unsuitable for Rehabilitation” by the local definition, the locality may terminate the contract and proceed with “substantial reconstruction “after submitting and having approved a written request to VDHCD which explains the situation.
6. For properties which are determined to be “Unsuitable for Rehabilitation” following the submission of the application to DHCD or during the course of the project, but prior to actual construction, the following process **MUST** be followed:
 - a. The Rehab Specialist must prepare a written itemized cost estimate of the repairs needed to bring the house to Section 8 Housing Quality Standards and the cost must clearly exceed the limitations in the Program Design, or the Rehab Specialist must document that a structural condition exists which clearly causes the property to meet the definition of “Unsuitable for Rehabilitation” as set forth in the Program Design.
 - b. The Rehab Specialist must prepare plans and specifications for the proposed substantially reconstructed house, and either prepare an itemized cost estimate or secure bids from contractors and suppliers of the cost of the proposed house.
 - c. Information concerning newly constructed houses either in the neighborhood or in similar neighborhoods which are comparable to the proposed substantially reconstructed house must be secured. The information should include the cost, square footage, acreage, and amenities.
 - d. A statement from an appraiser or someone experienced in real estate and familiar with the local housing market must be obtained to assess the estimated value of the proposed substantially reconstructed house, including land.
 - e. The cost of the proposed substantially reconstructed house **MUST**:
 - f. Be **LESS** than the estimated cost of rehabilitating the existing house;
 - g. Be 20 percent **LESS** than the price of comparable newly constructed houses; and

- h. Be LESS than the estimated market value of the property including land after reconstruction.
 - i. A worksheet MUST be submitted to DHCD which provides the cost comparisons listed above. Attached to the worksheet MUST be 1) the rehab cost estimate (or description of the structural defect making the property unsuitable for rehabilitation), 2) the comparable newly constructed house information, 3) the basis for the cost estimate of construction of the reconstructed house, and 4) a copy of the statement of the projected appraised value of the reconstructed house.
7. The substantial reconstructed home must be stick built.

LEAD-BASED PAINT (LBP), ASBESTOS AND RADON

Lead-Based paint may be found in properties constructed prior to 1978 and any owner and tenant of such properties will be appropriately notified of this potential health hazard, especially for children under the age of seven (7). Action will be taken during the rehabilitation process to comply with the federal lead-based paint regulation found in 24 CFR part 35.

As part of the overall housing rehabilitation services, **Tian Construction Group, LLC** will perform lead risk assessment services. Additionally, all rehab contractors will be required to have Lead Renovation, Repair, and Painting Certification; as well as Lead Safe Work Practices Certification. Furthermore, in the event of a temporary relocation; the Rehabilitation Specialist will complete a “LBP Clearance Report”, which shall precede the date of the household’s return to the home. In addition, the temporary relocation resource (place/address) will be documented for the rehab case file by the Rehab Specialist. The above approach will also apply to asbestos present in the home and radon, following the new guidelines being implemented by the Virginia Department of Housing and Community Development.

Section 6: Financial Assistance Available

OWNER-OCCUPIED ASSISTANCE

Assistance to income-eligible owner-occupants interested in housing rehabilitation will be provided through the Project. Income-eligible owner-occupants of the Project Area interested in housing rehabilitation assistance will be provided a forgivable loan for **a five (5) year term at 0 percent interest. A lien must be recorded and tied to a note.**

INVESTOR-OWNED ASSISTANCE

If an investor-owner wishes to participate in the CDBG assistance, the program will improve the property to DHCD Housing Rehabilitation Standards (HRS) expending no more than \$125,000. The landlord will contractually agree to rent the units to LMI tenants for a 15 - year period. The program will rehabilitate the unit to HRS standards. A lien will be placed on the property securing the 15 - year loan at 0 percent interest with 100 percent of the cost forgiven over the term of the loan. Landlords must have an eligible tenant in residence within 6 months of the property being rehabilitated; or else they will be required to repay the loan in full immediately,

minus any amount forgiven to date. Properties receiving Section 8 Rental Assistance will not be considered for this project.

RELOCATION ASSISTANCE

Temporary relocation may be required in a limited number of rehabilitations where the property will require substantial rehabilitation or major rehabilitation. Temporary relocation assistance of up to \$1,000 per household (within the project’s budget) will be provided to the occupants in finding and paying for a temporary relocation resource, such as a motel, and/or for reasonable moving expenses, or for an on-site storage trailer used to store the occupants’ personal property.

Section 7: Contracting Procedures

CONTRACTOR SOLICITATION

General contractors will be solicited by the Rehabilitation Specialist and the Grant Administrator to participate in the Housing Rehabilitation Project via newspaper advertisement and direct correspondence to contractors who are currently working in this area or have been pre-qualified for housing rehab projects. Public notices and outreach efforts will be made to solicit participation of local, female-owned and minority businesses.

CONTRACTOR’S QUALIFICATIONS

Contractors must be Commonwealth of Virginia Class A or B registered. Minimum liability insurance requirements are at least \$100,000 property damage and \$300,000 personal injury. Contractors will also be required to demonstrate creditworthiness. A list of approved contractors will be established and approved by the Housing Rehab Advisory Board. Additional pre-qualified contractors may be added to the list with Advisory Board approval during the course of the project. No contract will be awarded to a contractor until he/she has met all qualifications criteria.

Failure to perform under and comply with the terms of the construction contract will be documented by the Rehabilitation Specialist. The Housing Rehab Advisory Board can vote to bar a contractor from future bidding based on staff recommendation and/or public complaint. A correspondence to the contractor from the Rehabilitation Specialist and Project Manager will be sent by certified mail detailing the problems and the specific reasons for this action.

PRE-BID ACTIVITIES

An informational meeting will be held by the Rehabilitation Specialist for interested contractors, both prime and sub. All Federal, State, and local guidelines and requirements will be discussed. HUD Section 8 Housing Quality Standards, master specifications, bidding procedures, work process and payment schedules will be reviewed. The rehab projects will be grouped together in phases for bidding purposes in the most effective manner to ensure timely implementation of the program.

BIDDING PROCESS

All work and materials will be procured through competitive bidding. Bid packages will be provided to all contractors which will include detailed bidding procedures for contractor to follow in preparing and submitting their bids, and rehabilitation specifications with cost estimates. No prime contractor may have more than two (2) jobs under construction at any one time, although, the Housing Board may waive this limitation at its discretion based on the size of the company, the contractor’s work experience and ability to complete the jobs in a timely fashion. The Rehab Specialist will conduct a mandatory walk-through of the structure under consideration for bid.

In the event no acceptable bid is received for a particular house, the **Town** may request authority from VDHCD to negotiate a noncompetitive contract with the lowest responsible bidder. The Housing Assistance Board will review and approve the bids prior to the award of the contracts.

CONTRACTING PROCESS

The Property Owner, Contractor, and the **Town** will enter into a construction contract, which includes an agreement, general conditions, and Federal contract conditions. All local and state licenses and permits will be required for each job. All work must be completed **within sixty (60) days of the contract date, or within ninety (90) days for a substantial reconstruction project**. Extensions of this time period are subject to the Rehab Specialist’s approval and shall be for causes beyond the contractor’s control such as inclement weather or material availability.

Change orders are deletions or additions to the specifications made through an addendum to the rehabilitation contract. Change orders will be initiated only by the Rehabilitation Specialist for work that was not foreseen prior to construction (conditions obscured by walls, floors, etc.). Change orders will not be executed without signed authorization and agreement of the specified work and cost by the Homeowner, Contractor, and Housing Rehabilitation Specialist. Any and all change orders that involve CDBG funds must be approved by VHCD prior to their execution.

During contract execution, the Contractor will be required to submit a Disclosure Statement and will be provided a Monthly Register of Assigned Employees and a Monthly Register of Contractors, Subcontractors and Suppliers which must be completed and provided to the Rehabilitation Specialist during each month he is working on the job.

Section 8: Construction Process

PRECONSTRUCTION CONFERENCE

After bids have been received and a contract has been awarded to the lowest responsible bidder, the Rehab Specialist will arrange a walk-through of the property with the owner and/or tenant and the contractor to insure that all work to be done is understood between the parties, that pertinent questions are answered, that the owner/tenant and the contractor are acceptable to each other, that the schedule of work is acceptable to all parties, and to discuss any disruption of

utilities, removal of debris by the homeowner or tenant, and clean-up responsibilities. Homeowner preference in colors and styles shall be clarified and documented. Disagreements about the work to be performed shall be resolved by the Rehab Specialist.

INSPECTIONS

The Rehabilitation Specialist will make periodic inspections, at a minimum of once a week. An inspection will be made at approximately 50 percent completion in order to authorize partial payment to the contractor for work completed and approved. At the conclusion of the rehabilitation, the Rehab Specialist shall perform a final inspection to make sure that construction activities are completed to his satisfaction and in compliance with the construction contract. Any work items not completed to the Rehab Specialist's satisfaction shall be enumerated on a punch list and delivered to the contractor. Once the contractor has completed the items on the punch list, another inspection shall be performed to ensure completion.

PROGRESS PAYMENTS

Payment will be made according to the drawdown schedule specified in the construction contract. If the homeowner refuses to sign for the release of the final payment, the Project Manager may sign for the homeowner in cases where the refusal is not related to the contract. Portions of work completed and progress payments will be based upon complete work items, not materials delivered to the project, start-up costs, or partial completions. Payments to contractors will be made within thirty (30) days of inspections for work performed.

Release of the final payment will not be made until the Rehabilitation Specialist has received all of DHCD's required contractor paperwork.

Contractor Paperwork required:

- a. Electrical inspection report by a certified electrical inspector;
- b. Exterminator Inspection/Treatment Report;
- c. Chimney Inspection Report; if applicable;
- d. Initial and Final Blower Door Test Reports;
- e. Initial and Final DHCD HQS Inspection Reports, signed and dated;
- f. Progress Inspection Reports;
- g. Payment Approval Inspection Reports;
- h. Punch List Inspection Reports;
- i. Electrical Inspection Report;
- j. Building Permit;
- k. Building Code Inspection Report per CABO;
- l. Affidavit of Release of Liens;
- m. Affidavit of Payment of Debts and Claims; and
- n. Register of Contractors, Subcontractors and Suppliers.

Section 9: Home Maintenance Education Program

It is mandatory that the occupants of each household receiving housing assistance participate in a Town-sponsored housing maintenance education and training course in order to receive instruction and direction in the day-to-day use and routine maintenance of the newly provided facilities and improvements, housekeeping matters, and household budgeting. The program will include two booklets, which provide information covering the three areas listed above. The education program will either be one-on-one training or include formal classes to disseminate information.

All beneficiaries will be required to participate in one form of the educational program following participation in the assistance program.

Home Maintenance Education guidelines:

- a. All households must have one adult present for the entire training session. Each training session shall be "hands on" in nature and take at least four hours, including one hour on budgeting.
- b. There is no exemption for elderly households or households receiving less than \$10,000 in assistance. If a homeowner is physically unable to attend the home maintenance education class, then the training shall be offered at the homeowner's residence.
- c. Sign-in sheets must be used to document attendance by beneficiaries.
- d. When submitting the associated drawdown request, the **Town** shall submit an agenda that outlines the topics covered during the training class, the names of the individual(s) who taught each topic and length of time allocated to each topic, the sign-in sheet and a list of all tools, cleaning supplies and handouts, including warranties, given to the attendees.

Section 10: Security, Loan Servicing and Non-Occupancy

SECURITY REQUIREMENTS

All properties rehabilitated with funds from the CDBG program will be secured with a lien (deed of trust) granted to the **Town of Warsaw**. Owner-occupants of the improved property must agree that if the property is sold, transferred, or otherwise conveyed any time before **the lien’s 60-month term** elapses; then they are obligated to repay the full loan amount.

NON-OCCUPANCY

In the case of non-occupancy due to the death or institutionalization of the owner, the heirs have three options. The heirs may pay in full remaining indebtedness and the lien will be removed by the **Town**. Secondly, a family member who qualifies as a low to moderate income (LMI) household may assume the obligation, enter into an agreement with the **Town** and reside in the property as an owner. The third option allows the heirs to rent the property to a qualified LMI family. New lien documents would be executed with the heirs to establish their obligations.

Section 11: Complaint and Appeals Procedure

The complaint and appeals procedure (*see Attachment 3: Complaint and Appeals Procedure*) will be reviewed and adopted by the Housing Rehab Advisory Board, which will review the program and all complaints. A copy of the written procedure will be given to all applicants, beneficiaries and contractors.

Throughout the construction process (prior to final job close-out) homeowners are encouraged to discuss with the Rehabilitation Specialist or Grant Manager any concerns or problems regarding workmanship or construction activities. The Rehabilitation Specialist will facilitate problem resolution between the parties to the contract. If a solution cannot be achieved informally, the parties will be advised to submit their complaint, in writing, to the Grant Manager within fifteen (15) days.

Once a job is officially closed out and the one-year warranty period is in effect, the homeowner should address complaints, in writing, directly to the responsible contractor.

Contractor complaints, disputes and appeals about bids or awards must be submitted in writing as specified in the Invitation to Bid and be in compliance with Virginia Public Procurement Act. Complaints, disputes, or appeals related to building construction and codes may involve use of the County’s Board for Building Code Review and Appeals. The Grant Manager must investigate any written complaints and appeals. They must be addressed within fifteen (15) days of receipt and resolved within thirty (30) days.

All complaints and appeals are to be responded to in writing. The response must include an explanation of the reason(s) for the decision reached, information on the next step in the appeals process and how many days from the receipt of notice the complainant has to appeal any decision. Appeals of the Grant Manager’s decision should be addressed, in writing, to the

Housing Rehab Advisory Board. Appeals of the Rehab Board’s decision should be addressed to the local Chief Administrative Official. Appeals of that decision should be addressed to the local governing body.

If a complaint cannot be satisfactorily resolved, DHCD will be notified. Final Appeals should be addressed, in writing to DHCD. The appeal should include a copy of all correspondence that has taken place to date. The appeal should identify the problem and the desired solution. DHCD will investigate the complaint and respond in writing in a timely manner. All involved parties will be copied.

A record of all written complaints, appeals and decisions must be kept in the contract files at the office of the Grant Manager.

Section 12: Program Design Amendments

During the implementation of the housing assistance program, **Town** staff responsible for the project may find it necessary to make minor changes and refinements as the program proceeds. Examples of these administrative decisions would be annual updates of the Section 8 income Guidelines and the interpretation of eligible income adjustments. If a major alteration to the program design is deemed necessary to better achieve the intent of the program, the staff will provide the proposed changes to the Housing Rehab Advisory Board and the **Warsaw Town Council** for consideration and adoption. Items constituting a major change in the program would include modification of the types of assistance to be provided or the eligibility criteria for assistance. Any major change will be submitted to VDHCD for review and approval. The housing assistance program will be implemented to assure that consistent and equitable assistance is provided to all program participants.

- ATTACHMENT 1: By-Laws of the Housing Rehab Advisory Board**
- ATTACHMENT 2: Project Area Map**
- ATTACHMENT 3: Complaint and Appeals Procedure**
- ATTACHMENT 4: Income Limits**

The Warsaw Housing Rehabilitation Project Design has been reviewed and duly adopted at the regular meeting of the Warsaw Town Council on this _____ day of _____, 2025.

Joseph N. Quesenberry, Town Manager
Town of Warsaw

Date

**BYLAWS OF THE HOUSING REHAB ADVISORY BOARD
WARSAW HOUSING REHABILITATION PROJECT**

ARTICLE I – THE BOARD

SECTION 1. Name of the Board. The name of the Board shall be the “Housing Rehab Advisory Board.”

SECTION 2. Purpose of the Board. The purpose of the Board shall be to:

- 1. Recommend policies and procedures that govern the Housing Rehabilitation Program of the **Warsaw Scattered Site Housing Rehabilitation Project**.
- 2. Approve contractors to perform work related to the program.
- 3. Approve applicants seeking program assistance.
- 4. Award construction contracts to complete the work as necessary to rehabilitate and produce housing units within the project area to the Department of Housing and Community Development (DHCD) Housing Rehabilitation Standards (HRS).
- 5. Address and act on written complaints or disputes that may arise during the grant implementation. The Board will render a written response to the party filing the complaint.
- 6. Take other action, as permitted by the **Town of Warsaw Town Council**, as necessary and related to the Housing Rehab Program Design in the Project Area.

SECTION 3. Office of the Board. The office of the Housing Rehab Advisory Board shall be in the **Town of Warsaw** Administration Building, but the Board may hold its meetings at such place and times as it may designate.

SECTION 4. Board Members. The governing body of the Housing Rehab Advisory Board shall be appointed by the **Town Council** and consist of a minimum of five members including one member of the **Town Council**, the **Warsaw Town Manager**, and a representative from the community.

ARTICLE II – OFFICERS

SECTION 1. Officers. The officers of the Housing Rehab Advisory Board shall be a Chairman and Vice-Chairman.

SECTION 2. Chairman. The Chairman shall preside at all meetings of the Housing Rehab Advisory Board and have the authority to call special meetings for any purpose. The Chair shall have authority to carry into effect all directions of the Housing Rehab Board and shall have general supervision of the business of the organization. The Chair will serve as liaison with the **Town Council**.

SECTION 3. Vice-Chairman. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman, the Vice-Chairman shall perform such duties as are imposed on the Chairman until such time as the Housing Rehab Advisory Board shall select a new chairman.

SECTION 4. Election or Appointment. The Chairman and Vice-Chairman shall be elected by the members of the Housing Rehab Advisory Board and shall hold office for the term of the project, or until their successors are elected and qualified.

SECTION 5. Vacancies. Should the office of Chairman and/or Vice-Chairman become vacant, the Board shall elect a successor from its membership at the next regular meeting.

ARTICLE III – MEETINGS

SECTION 1. Regular Meetings. Regular meetings of the Housing Rehab Advisory Board shall be held monthly, or as necessary to conduct project business. The Project Manager or Chairman shall call the meetings. All meetings will take place at the **Town of Warsaw** Administration Building unless members are otherwise notified.

SECTION 2. Special Meetings. The Project Manager or Chairman of the Housing Rehab Advisory Board may, when deemed expedient, call a special meeting of the Board for the purpose of transacting any business designated in the call.

SECTION 3. Quorum. The powers of the Housing Rehab Advisory Board shall be vested in the members. The presence of at least 3 of the 5 appointed members shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn until a quorum is obtained. When a quorum is in attendance, action may be taken by the Housing Rehab Advisory Board upon a vote of a majority of the members present. Upon vote, each member including the Chairman shall have one vote.

SECTION 4. Attendance. Members are expected to attend all meetings and should notify the Recorder of any absence in advance.

SECTION 5. Recorder. The Recorder, a staff member of the Northern Neck Planning District Commission or his/her designee, shall have the responsibility for keeping the minutes of the meetings, recording all votes, and providing a record of the proceedings of the Housing Rehab Advisory Board to the **Town of Warsaw** and Department of Housing and Community Development in keeping with their standards.

SECTION 6. Order of Business. At the regular meetings of the Housing Rehab Advisory Board, the following shall be the order of business:

1. Roll Call
2. Reading/Approval of minutes of previous meeting
3. Bills and Communications
4. Unfinished Business
5. Adjournment

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Housing Rehab Advisory Board.

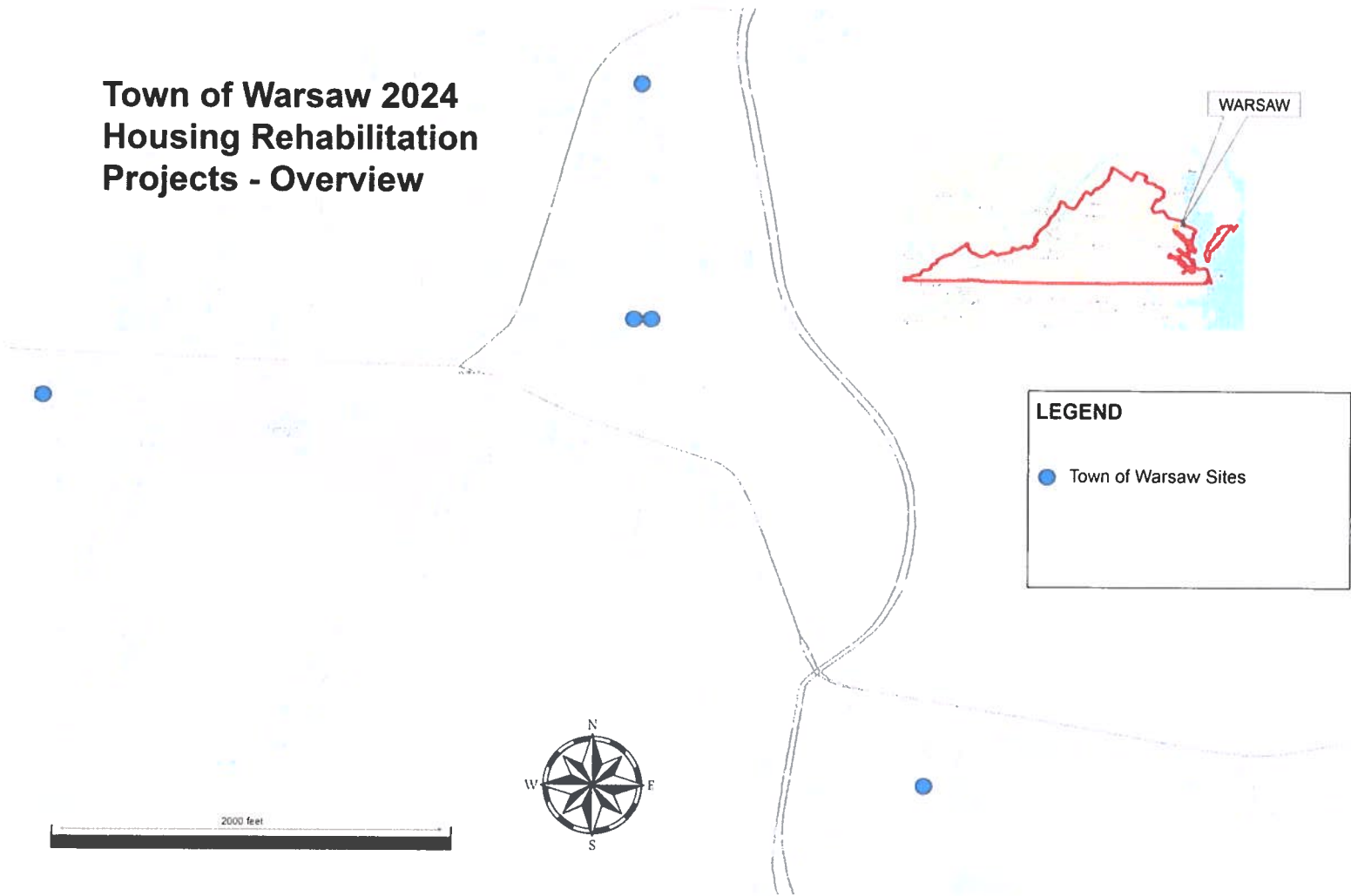
ARTICLE IV – AMENDMENTS

Amendments to the Bylaws. The Bylaws of the Housing Rehab Advisory Board shall be amended by a majority vote of the members present at a regular or special meeting of the Housing Rehab Advisory Board provided that a quorum is present, but no such amendment shall be adopted unless at least five (5) days written notice thereof has been previously given to all the members of the Board.

ARTICLE V – PARLIAMENTARY PROCEDURE

Parliamentary Procedure. *Robert’s Rules of Order* shall govern the conduct and procedures at all meetings of the Housing Rehab Advisory Board.

Town of Warsaw 2024 Housing Rehabilitation Projects - Overview



COMPLAINTS AND APPEALS PROCEDURES

During the rehab program, it is probable that homeowners and/or contractors will make complaints. The Rehab Board will follow its written policy for handling disputes and complaints. This policy will be given to each applicant and contractor. The policy is as follows:

1. During the intake and application process, applicants will be informed that if their application is denied, they will be notified in writing that they have thirty (30) days from receipt of such notice to make a written appeal to the Program Administrator. The Program Administrator will review the appeal and issue a written response within fifteen (15) business days. If necessary, the appeal will be further reviewed by the Housing Rehab Board, before a final decision is made.
2. Throughout the construction process (prior to final completion), homeowners and tenants are encouraged to discuss any problems or concerns regarding the program or activities to the appropriate persons, as follows: (a) If a complaint involves construction activities or workmanship, the Rehab Specialist will facilitate problem resolution between parties to the contract; (b) If a complaint involves program design, CDBG regulations, or related policies, the Program Administrator will address these issues. After discussion of such issues, if a solution cannot be achieved, the complainants will be advised to issue a written complaint to the Program Administrator within fifteen (15) days. All written complaints and appeals will be addressed within fifteen (15) days of receipt and resolved within thirty (30) days.
3. Upon final completion, a one (1) year warranty period will go into effect, as described in the Contract Documents. Homeowners are instructed to make complaints directly to the contractor who performed work on their property (Contact information will be provided by the contractor). If the parties are unable to resolve their problems, the homeowners should issue a written complaint to the Program Administrator within fifteen (15) days. The Program Administrator will notify the locality's appropriate officials to resolve the situation.
4. Contractor complaints or disputes that cannot be resolved verbally with the Rehab Specialist must be submitted in writing to the Program Administrator. Such complaints will be reviewed by the Program Administrator and Rehab Specialist, and they may be brought before the Grantee's administrator and/or Rehab Board. Any complaints or appeals will be resolved within fifteen (15) days in a written response to the parties involved.
5. The Program Administrator will respond to all written complaints and appeals in writing and will include an explanation of the reason(s) for the decision reached, information on the next step in the appeals process, and a specified date by which the complainant must appeal the decision. Appeals of the Program Administrator's decision shall be addressed to the Rehab Board; appeals of that decision shall be addressed to the locality's appropriate official; and appeals to that decision shall be addressed to the Town Council or Board of Supervisors. Final appeals shall be addressed, in writing, to the DHCD Community Representative. The appeal will include a copy of all the correspondence that has taken place to date. The appeal will identify the problem and the desired solution. DHCD will investigate the complaint and respond, in writing, in a timely manner. All parties involved will be copied. Documentation of complaints will be kept on file in the Program Administrator's office.
6. If the complainant requires assistance in putting his or her complaint in writing, the Program Administrator will make assistance available. The same is true for appeals.

THE COMPLAINTS PROCESS

DENIED APPLICATION

Write the Grant Administrator

Jerry W. Davis, AICP
Executive Director
Northern Neck Planning District Commission
P.O. Box 1600, 457 Main Street
Warsaw VA 22572
(804) 333-1900
Email: jdavis@nnpdc17.state.va.us

DURING CONSTRUCTION

Call the following person that pertains to your complaint

Housing Rehab Specialist: Tian Construction Group, LLC, Phone: (929) 353-9244
Building Official: Clayton Woolard, Phone: (804) 333-3415
Program Administrator: Alex Eguiguren, Phone: (804) 333-1900

If the issue(s) cannot be resolved verbally, write to the Program Administrator: Alex Eguiguren, P.O. Box 1600, Warsaw VA 22572, or aeguiguren@nnpdc17.state.va.us

AFTER CONSTRUCTION

*****One (1) Year Warranty*****

- 1st: Call the Contractor
- 2nd: Call the Rehab Specialist: Tian Construction Group, LLC, Phone: (929) 353-9244
- 3rd: Write to the Program Administrator: Alex Eguiguren, P.O. Box 1600, Warsaw VA 22572, aeguiguren@nnpdc17.state.va.us

THE APPEALS PROCESS

If you would like to appeal a decision made by the Program Administrator:

- 1st: Write to the Housing Rehab Board: 78 Belle Ville Ln, Warsaw, VA 22572
- 2nd: Write the Town Manager: Joseph N. Quesenberry, 78 Belle Ville Ln, Warsaw, VA 22572, (804) 333-3737, jquesenberry@town.warsaw.va.us
- 3rd: Write the Town Council: Town of Warsaw, 78 Belle Ville Ln, Warsaw, VA 22572
- 4th: Write DHCD: Elizabeth Boehringer, Main Street Centre, 600 E. Main St., Suite 300, Richmond, VA 23219



FY 2024 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income Click for More Detail	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Richmond County, VA	\$86,100	Very Low (50%) Income Limits (\$) Click for More Detail	27,550	31,500	35,450	39,350	42,500	45,650	48,800	51,950
		Extremely Low Income Limits (\$)* Click for More Detail	16,550	20,440	25,820	31,200	36,580	41,960	47,340	51,950*
		Low (80%) Income Limits (\$) Click for More Detail	44,100	50,400	56,700	62,950	68,000	73,050	78,100	83,100

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2024 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2024 [Fair Market Rent documentation system](#).

Date Received: 11-1-25



Economic Incentive Grant Application

Applicant Information

- 1. Applicant Name Heather T. Hulbert
First M.I. Last
- 2. Applicant Phone Number 004.445.3188
- 3. Applicant Mailing Address 100 Sunset Ln Warsaw, VA 22572
- 4. Applicant Physical Address Same as above
- 5. Applicant Email Address Rise and Set provisions@gmail.com
- 6. Business Name Rise and Set provisions
- 7. Business Tax Identification Number 93-2116353
- 8. Number of Full-Time Employees (Current) _____ (Proposed) 1
- 9. Number of Part-Time Employees (Current) _____ (Proposed) 3

10. How long has the business been in operation? open March 2025

11. Estimate your current (if existing) or proposed gross sales: \$ 350k

Supplemental Comments and Questions

12. What is the Primary Function / Purpose of the Establishment?
Specialty food market and refillery

13. In what ways do you think this will benefit the Town of Warsaw?
We will bring health conscious food choices to the area with upstanding customer service. Our focus is also to educate the community on making overall health conscious choices for themselves and our planet.

14. In what ways do you plan to initially fund your operation?
Business loan

15. In what ways do you plan to fund your operation after the rent-free year?

Continual increase in sales plus working
capital

Acknowledgments

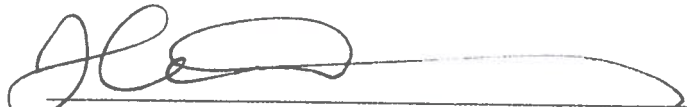
Do You Acknowledge the Following (Circle Yes or No):

- a) That You Will be Required to Work with Both the SBDC and Chamber per Terms of Contractual Agreement? YES / NO
- b) That You Must Sign on to a Three (3) Year Lease? YES / NO
- c) That any Breach of Contract Will Result in Financial Restitution to the Town of Warsaw? YES / NO

The applicant is reminded that this application shall be considered public record of the Town of Warsaw.

_____ I am the authorized agent (Please Initial)

1 / 17 / 25
Date


Signature of Applicant

Property Owner Information

(Filled out upon property selection)

- 1. Property Street Address 145C main St. Warsaw VA 22572
- 2. Property Tax Map Number 16A2(A)8
- 3. Property Zoning Designation C-1
- 4. Property Description (*Acreage & Assessed Value*) _____
- 5. Building Square Footage 1300-1400 sqft
- 6. Vacant Square Footage _____
- 7. Is the Building Equipped for a Specific Purpose? (Restaurant, Paint Shop, etc.)

- 8. Other Information (Liens, Structural Issues, etc.)
n/a

Supplemental Comments and Questions

- 1. Briefly describe why you wish to participate in this grant:

See Attached Business Plan.

2. Briefly describe why this is a business you would like to see in your property:

Acknowledgments

N/A -


Do You Acknowledge the Following (Circle Yes or No):

- a. That You Shall **Not** Charge More than \$600.00/Month in Rent for the First Year of This Agreement? YES / NO
- b. That the Town Will Negotiate a Lease Between You, the Property Owner, and the Prospective Business? YES / NO
- c. That This Lease Shall Not be for Less Than Three (3) Years in Length? YES / NO
- d. That the Town will Enter into a Legally Binding Agreement with You to Ensure These Terms Shall be Met? YES / NO
- e. This Grant Shall Not be Used to Sub-let From any Entity. YES / NO

The applicant is reminded that this application shall be considered public record of the Town of Warsaw.

_____ I am the authorized agent (Please Initial)

_____/_____/_____
Date



Signature of Applicant

Business Plan: Rise & Set Provisions Executive Summary

The proposed business, "Rise & Set Provisions," will operate as a dual-function facility, integrating a refinery for spices, teas, pantry staples, toiletries, beauty products, and household needs with a specialty market. Our primary goal is to cater to diverse dietary requirements, including those of individuals with allergies and vegan preferences, while promoting a sustainable lifestyle that prioritizes health and environmental consciousness.

Business Description

"Rise & Set Provisions" will focus on two main components:

- **Refill Operations:** This will involve sourcing, processing, and packaging high-quality spices, spice blends, specialty salts and teas, pantry items such as grains, beans, and pastas. Bulk items for the kitchen such as olive oils and vinegars as well. Along with producing and providing eco-friendly toiletries and household products to include make up remover, dishwasher tabs, and multipurpose cleaner.
- **Specialty Market:** A retail environment showcasing a range of dietary-friendly products, including bulk items to minimize packaging waste, educational resources, and workshops on nutrition and sustainable practices. Also, to include trending specialty food items meant to broaden a consumers palette, food presentation, and overall elevation of someones experience in the kitchen. The market will cater to all ages and provide an allergy friendly space for children needs in particular.

Mission Statement

"We strive to support diverse dietary needs, promote health, and reduce waste - nourishing both people and the planet."

Market Analysis

- **Target Market:** Health-conscious consumers, individuals with dietary restrictions (allergies, vegan), and those seeking eco-friendly products. Families and individuals looking to reduce their overall environmental footprint.
- **Market Trends:** Increased demand for natural, organic products and growing awareness of sustainability issues in consumer behavior. Especially with increasing awareness of allergy and conditions such as celiacs and Alpha Gal. Catering to vegetarian and vegan individuals who choose this lifestyle for health needs, religious expectations, and/or personal preference.

Marketing Strategy

- **Brand Positioning:** Establish "Rise & Set Provisions" as a trusted source for diverse dietary options and eco-friendly products. Along with being a reliable source for health conscious needs. We will strive to stay educated, and inline with the needs of the community.

- **Promotional Activities:** Host workshops, offer cooking classes, curated gift boxes for new parents and newlyweds, and engage with local communities through farmer's markets and health fairs. Social media will be a large facet for exposure. Long term goals include monthly subscription boxes, drop off/pick up refill services, along with an app in the future to make shopping experiences easy if needed. Composting services are possible in the further future, but the logistics of this program will need to be studied closer.

Operations Plan

- **Location:** A strategically chosen site that is accessible and aligned with our target demographic that is in the heart of our local community. 145C Main Street Warsaw, VA 22572.
- **Suppliers:** Partner with local farmers when possible and ethical suppliers for raw materials. To begin sourcing will be from The Spice & Tea Exchange of Williamsburg, Faire, and Mountain Rose Herbs.
- **Production:** Implement sustainable practices in processing and packaging to minimize waste. In house operations will include utilizing recycled materials for outgoing parcels, along with recycling practices when processing weekly orders.

Financial Projections

- **Startup Costs:** Initial investment will cover facility setup, equipment, inventory, and marketing.
- **Revenue Streams:** Sales from the specialty market, online orders, workshops, and subscriptions for curated boxes of products. Bases on projections, market trends, and research our estimated revenue is \$325k in the first year.

Impact Goals

- Educate customers on dietary needs and sustainable practices, for the improvement of overall health and care for the earth. The reduction of plastic through bulk purchases along with saving consumers money in the long run is beneficial for the planet and our customers needs.
- We intend to open our business model to employ special needs individuals, specifically young adults, as a safe space for them to learn how to integrate themselves into the work force.

Conclusion

"Rise & Set Provisions" aims to create a meaningful impact on the community by providing high-quality products that cater to all in an eco friendly space.

THIS LEASE AGREEMENT (the Agreement) made effective this 2nd day of January 2025, by and between **Dunbrooke LLC**, a Virginia Limited Liability Company, of PO. Box 28, Tappahannock, Va. 22560 (herein referred to as Landlord), and **Rise & Set Provisions LLC**, a Virginia Liability Company, of Heather Hulbert, of 168 Sunset Ln, Warsaw, VA 22572 (herein referred as Tenant).

WITNESSETH:

WHEREAS Tenant desires to occupy and Landlord desires to lease that certain building and real estate known as 145C Main St, Warsaw, VA 22572, (herein the referred as the Property); and

WHEREAS Tenant desires to lease the premises from Landlord to operate a specialty grocer business thereon (the business) and the Landlord desires to lease the Property for such use.

NOW, THEREFORE, in consideration of the mutual covenants contained herein. The parties hereby agree as follows:

LEASE OF THE PROPERTY

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Property with all improvements and appurtenances thereunto appertaining. Tenant agrees to lease the Premises for Three (3) years commencing on the 1st day of February 2025 and expiring on midnight on the 31st day of January 2028. Tenant has the option of extending the lease for one (1) five (5) year period after the initial lease expires. Tenant must notify Landlord, in writing, ninety (90) days in advance of expiration of lease to renew the lease.

DUE DILIGENCE PERIOD

This Agreement shall commence as stated herein. Tenants shall apply for all necessary governmental and/or regulatory entities permits and licenses for operating the business on the Property which permits, and licenses shall be applied for on a timely basis if necessary or required. Landlord agrees to cooperate to enable Tenant to acquire all necessary approvals. business to Property of all filing fees, applications, permits associated with necessary approvals to operate the business on the Property.

TERM OF LEASE

Tenant agrees to lease the Property for three (3) years starting on the 1st day of February 1, 2025, and ending on the 31st day of January 2028. This Agreement shall be automatically renewed for consecutive three (3) year periods upon the same terms and conditions, unless

Tenant opts for one (1) five (5) year period. Ninety (90) days prior to the end of the three-year rental term, either of the parties deliver to the other party by certified mail or hand delivery, a written notice of their intention not to renew this Lease for the next period.

RENT

Tenant agrees to pay to Landlord at the address set forth in this Lease the sum of ONE THOUSAND EIGHT HUNDRED (\$1,800.00) per month beginning on the 1st day of March 2025 and ending on January 31st, 2026. **The rent for February 2025 shall be NINE HUNDRED DOLLARS (\$900).** Tenant agrees to pay to Landlord at the address set forth in this Lease the sum of ONE THOUSAND NINE HUNDRED (\$1,900.00) per month beginning on the 1st day of February 2026 and ending on January 31st, 2028. The first day of every month thereafter until this Lease is terminated or until the parties have agreed, in writing, to a different monthly rental amount. If any installment of rent is not received by the Landlord by the Tenth (5th) day of each month then Tenant covenants and agrees to pay, without notice, interest on all such amounts due at the rate of 18% per annum, commencing on said due date and continuing thereafter during the period the Tenant fails to pay Landlord the past due amounts.

Tenant agrees to pay Landlord the total rental payment due in accordance with the payment schedule set out above. The provisions herein for late charges shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein specified. If Tenant fails to make any monthly rental payment as set forth herein, the Landlord shall have the immediate right to accelerate all remaining rent due and immediately declare this Agreement terminated.

Landlord shall have the right to increase the rent by no more than five percent (5%) of the total gross rents for the prior calendar year for any renewal term.

SECURITY DEPOSIT

Tenant shall deposit with Landlord the sum of One Thousand Eight Hundred Dollars (\$1,800), as a security deposit, at the time of signing the lease. Landlord shall refund the security deposit provided the Tenant vacates the Premises and leaves the Premises in the same condition as of the date hereof, reasonable wear and tear are expected.

If the Premises are not in a condition as aforesaid, Landlord may put the Premises in such condition and deduct the cost thereof from said deposit. Landlord may also deduct from said deposit any amounts owed by Tenant to Landlord during the term of hereof which is not remitted by Tenant after ten (10) days written notice.

If Landlord deducts any sums from the deposit during the terms of this Lease, Tenant shall bring the deposit back up to \$1,900 upon ten (10) days' notice. Failure to do so shall constitute an event of default.

ADDITIONAL RENT

All other costs and expenses that the Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of the Tenant to pay such items in a timely manner, shall be deemed to be additional rent; and, in the event of a non-payment, the Landlord shall have all rights and remedies as herein provided for failure to pay rent.

REAL ESTATE TAXES

During the term of this lease Landlord shall pay all taxes and assessments imposed on the Premises by the Commonwealth of Virginia, County of Richmond, and the Town of Warsaw during the first two years of this lease. Tenant agrees to pay Landlord annual as additional rent, their proportionate share of the property taxes, both Town and County, based on the total square footage, for all taxes assessed on the improvements upon the Premises for the third year of this lease. Failure to promptly pay this additional rent on demand shall constitute a breach of this lease and shall be subject to all other provisions of this lease.

USE OF PROPERTY

The parties expressly agree that this Lease is executed in order that Tenant may operate the business upon the Property, and that the Property shall not be put to any other use without the prior consent of Landlord. Tenant shall comply with all legal requirements applicable to the Property and any reasonable requests of the mortgagee or any insurance company providing coverage to the Property. Tenant shall not use or occupy the Property or allow the Property to be used in violation of the recorded covenants, conditions and restrictions affecting the Property.

ALTERATIONS, ADDITIONS OR IMPROVEMENTS

A. Subject to the limitation that no substantial portion of the building on the Property shall be demolished or removed by the Tenant without the prior written consent of Landlord and if necessary, of any mortgagee, Tenant may at any time during the term of the Lease, subject to the conditions set forth below and at its own expense, make any alterations, additions or improvements in and to the Property and the building. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building on the Property or change the purposes for which the building or any part thereof, may be used.

Alterations, additions, and improvements shall become the property of the Landlord when affixed to the Property.

B. Conditions with respect to alterations, additions, and improvements are as follows:

1. Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with the requirements of local regulations. The plans and specifications for any alterations estimated to exceed Five Hundred Dollars (\$500.00) or more, shall be submitted to Landlord for written approval prior to commencing work.

2. Prior to the commencement of any work, Tenant shall pay the amount of any increase in premiums of insurance policies provided for herein because of endorsements to be made covering the risk during work.

C. The Tenant has examined the building and Property and accepts the same AS IS in its present condition. Tenant will return the Property at the end of the term or any renewal in the same condition as on the date hereof, reasonable wear and tear excepted.

ASSIGNMENT AND SUBLEASE

This Lease may not be assigned or transferred, and the Property may not be sublet, either in whole or in part, by Tenant without Landlord's prior written consent. The parties agree that Landlord may assign this Lease without the Tenant's written consent.

REPAIRS

1. Landlord hereby agrees that during the term of this lease they shall keep the exterior walls, glass and roof of the buildings in proper and substantial repair. Tenant shall otherwise maintain the property in good condition and repair, reasonable wear and tear expected, and except as provided hereafter, Tenant shall be responsible for all repairs to the HVAC equipment, toilets, pipes, and other plumbing fixtures up to \$500 per incident and any additional amount shall be paid by Landlord.
2. HVAC Equipment. The Tenant shall have the HVAC equipment serviced at least twice a year (spring and fall). Tenant shall provide to Landlord a copy of HVAC maintenance, repair, and replacement expenses incurred by the Landlord per Lease Year, to be paid within thirty (30) days after receipt by the Tenant of paid invoices or other reasonable documentation as to the costs incurred by Landlord. The Landlord shall install a brand-new HVAC system appropriately sized for the building and use, from a major provider with a warranty, and provide such information to the Tenant.

The Tenant and Landlord agree that if, in the reasonable opinion of the Tenant, the HVAC Equipment is subject to frequent malfunction such as to constitute a recurrent problem, such HVAC equipment shall be replaced by Landlord. The tenant shall have no obligation to reimburse landlord for any repair or replacement necessitated or caused by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood or other acts of nature or casualty loss, or which is covered by insurance required by Section 11.

RIGHT OF ENTRY TO REPAIR

Landlord reserves the right for itself, its agents and employees, after reasonable notice to Tenant, to enter upon the Property, at any reasonable time during business hours, to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements shall not unreasonably interfere with Tenant's business operations. Such right to enter at any reasonable time during business hours, shall also include the right to enter upon the Property for the purposes of inspection.

ESTOPPEL CERTIFICATES

Tenant agrees, at any time and from time to time, upon not less than five (5) days prior written notice and preparation by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (b) stating the dates to which the rent and other charges hereunder have been paid by Tenant, (c) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the Tenant may have knowledge, and (d) stating the address to which notices to Tenant should be sent. Any such statement delivered pursuant hereto may be relied upon by any owner of the Property, any prospective purchaser of the Property, any mortgagee or prospective mortgagee of the Property, or of an interest in the Property, or any prospective assignee of any such mortgagee.

UTILITIES

During the term of this lease Tenant shall be responsible for providing the following utility services to the Premises: heat, electricity, and an adequate garbage dumpster or other trash collection receptacle. The fee for water, sewage and trash will be paid directly to the Town of Warsaw by the Tenant.

SIGNS

Tenant's signage shall be of similar type, size, etc. as is in use on the site pad wherein the Premises are located. All costs of purchase and hanging shall be the Tenant's and the

building shall be returned to its original condition upon removal of the sign at the end of the Lease Term. All approvals of governmental authorities shall be at the Tenant's expense and shall be acquired prior to erection of the signage.

INDEMNIFICATION

The Tenant hereby agrees that Landlord shall not be liable for liability for damage claims for injury to persons or property from any cause relating to the occupancy of the Property by Tenant during the term of this Lease or any extensions thereof.

Tenant hereby indemnifies Landlord against all expenses, liabilities, and claims of every kind, by or on behalf of any person or entity arising out of either (1) failure by Tenant to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on the Property, (3) failure of Tenant to comply with any law or any governmental authority, or (4) any mechanic's lien or security interest filed against the Property for equipment, materials or alterations of buildings or improvements thereon made by Tenant.

LANDLORD'S WAIVER

Upon Tenant's request, Landlord shall promptly execute a Landlords Waiver for the benefit of any creditors of Tenant.

SUBORDINATION

This Lease and all rights of the Tenant hereunder shall, at the sole option of the Landlord, be either prior to or subject and subordinate to any first mortgage or first deed of trust or ground lease now or hereafter constituting a lien against the Property, or any part thereof, and to any and all renewals, modifications, consolidations, replacements and extensions thereof. The election of the Landlord hereunder may be made at any time during the term of this Lease. Tenant agrees to execute any reasonable Subordination of Mortgage Agreement requested by Landlord at any reasonable time during the term hereof.

If, at any time during the term of this Lease, the Landlord decides to sell the Property to a purchaser other than the Tenant, then such sale shall be under and subject to this Lease and Tenant's rights, hereunder.

INSURANCE

A. During the term of the Lease and for any further time that the Tenant shall hold the Property, Tenant shall obtain and maintain at its expense the following types and amounts of insurance:

Personal Injury and Property Damage Insurance. Insurance against premises liability, including but not limited to liability for bodily injury and property damage, in an amount not less than the following: \$1,000,000.00 per accident, \$1,000,000.00 per person injured and \$500,000 property damage coverage. Tenant shall name the Landlord as an additional insured on this policy. Tenant shall make sure that all of its personal property and Landlord's personal property located in the Property is adequately insured.

Fire Insurance. Tenant shall keep all buildings and improvements on the Property, including all alterations, additions, and improvements, insured against loss or damage by fire, with standard extended coverage. Tenant shall also provide special cause of loss business property insurance in an amount not less than that required to place all of the improvements installed in the Property, all alterations therein, and all other contents therein.

B. All insurance provided by Tenant as required by this Section shall be carried in favor of the Landlord and the Tenant as their respective interests may appear, and in case of insurance against damage to the Property by fire or other casualty, shall provide that loss, if any, shall be adjusted with and be payable to the Landlord. Tenant will furnish Landlord with a certificate or other usual evidence that all insurance policies required by this Section are in full force and that all premiums have been paid.

BANKRUPTCY OR INSOLVENCY

It is expressly agreed that if at any time during the term of this Lease, Tenant shall be adjudged bankrupt or insolvent by any Federal or State Court of competent jurisdiction, Landlord may, at its option, declare this Lease to be terminated and canceled, and may take possession of the Property. In the event of the bankruptcy or insolvency of the Landlord, or in the event the Property is sold, Tenant may elect to terminate this Lease, but it will not be required to do so.

DAMAGE OR DESTRUCTION BY FIRE OR NATURAL CAUSES

If, during the term of this Lease, the building on the Property is destroyed by fire, natural causes, or other casualties, or so damaged that it cannot be repaired with reasonable diligence within thirty (30) days, this Lease shall terminate as of the date of such damage or destruction. However, if said building can with reasonable diligence be repaired within 30 days, said buildings shall be repaired by Tenant as quickly as is reasonably possible, and this Lease shall remain in full force and effect; provided, however, rent shall be abated for any part of said building which is rendered unfit for occupancy for the period that such unfitness continues.

DEFAULT ON PAYMENT OF RENT

If a default shall exist, material or otherwise, because of any reason set out in this Lease, Tenant=s right to possession shall thereupon cease and Landlord shall be entitled to the possession of the Property and to re-enter the same without demand for rent or for possession. Landlord may proceed forthwith to recover possession of the Property by process of law, any notice to quit or of intention to exercise such option or to re-enter the Property being hereby EXPRESSLY waived by Tenant. Further, Landlord, at its sole option, may accelerate the unpaid rent for the unexpired portion of the Lease, giving credit for any proceeds from re-letting in whole or in part of the Property and improvements by Landlord to others. Tenant will be liable to Landlord for all court costs and reasonable attorney=s fees in the event Tenant shall be in default and Landlord incurs court costs and/or attorney=s fees in obtaining possession of the Property or in the enforcement of any covenant, condition or agreement herein contained, whether through legal proceedings or otherwise, and whether or not any such legal proceedings be prosecuted to a final judgment.

LANDLORD AND TENANT EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY. THE TENANT HEREBY AGREES AND UNDERSTANDS THAT IT HAS AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THE AGREEMENT AND TENANT CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON.

CLAIMS FOR DAMAGES

All personal property belonging to the Tenant shall be in the Property at the sole risk of Tenant and neither the Landlord nor its agent shall be liable for Tenant=s personal property. In addition, neither the Landlord or its agent shall be liable for any damage or injury to Tenant=s employees or invitees in the Property. Landlord shall provide Tenant with written notice allowing Tenant Ten (10) business days to remove all of its personal property from the date the Landlord notifies it of its default. Notice shall be mailed by regular or certified mail to Tenant=s address as set forth in this Lease. If Tenant does not remove its personal property within the aforementioned Ten (10) day period then Landlord shall have the following options: (1) remove all of Tenant=s personal property and discard it at the local dump; or (2) store such items in which Tenant agrees that it will be responsible for all monthly storage charges incurred by the Landlord; or (3) enforce its landlord=s lien as set forth below. If Landlord exercises option (1) above then the Tenant hereby forever releases the Landlord from any and all liability, expenses, costs, claims, suits, including reasonable attorney=s fees, whatsoever regarding the Tenant=s personal property in the Property which the Landlord removed and discarded at the local dump.

LANDLORD LIENS

A. Unless otherwise prohibited by law, in addition to any statutory landlord=s lien, Landlord shall have at all times a valid security interest to secure payment of all rentals and

other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of breach by Tenant of any covenant, agreement or condition contained herein upon all goods, wares, equipment, fixtures, furniture, improvements and such other property of Tenant presently, or which may be hereafter be, situated in the Property, and all proceeds therefrom, and such property shall not be removed therefrom without the written consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all covenants, agreements, conditions hereof have been fully complied with and performed by Tenant.

B. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter the Property and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Property, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time and place which any private sale is to be made at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease ten (10) days before the time of sale. Any sale made pursuant to the this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the Property or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the Property is located for two (2) consecutive weeks before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal fees) shall be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus shall be paid to the Tenant or as otherwise required by law; the Tenant shall pay all deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security of Landlord in the property and the proceeds thereof under the provisions of the Uniform Commercial Code in force in the state in which the Property is located. The statutory lien distress for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

HAZARD MATERIALS

Tenant shall comply strictly and in all respects with the applicable laws, statutes, ordinances, permits, orders, decrees, guidelines, rules, regulations and orders pertaining to health or the environment (Applicable Environmental Laws), including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and the Resource Conservation and Recovery Act (RERCRA), as each of the foregoing may be amended from time to time. Tenant does hereby, for itself and its legal representatives, successors and assigns, agree to, and hereby does, indemnify, defend and hold harmless

Landlord, and its managers, members, legal representatives, successors and assigns, from any and all liabilities, assessments, suits, damages, costs and expenses, reasonable attorney fees and judgments related to or arising out of (a) the breach of any of the agreements of Tenant under this Section, (b) the handling, installation, storage, use, generation, treatment or disposal of Hazardous Materials, including any cleanup, remediation, removal or restoration work required by the Applicable Environmental Laws, or (c) the assertion of any lien or claim upon the Property or Landlord pursuant to the Applicable Environmental Laws. The covenants and agreements of the Tenant under this section shall survive the expiration or termination of this Lease for thirty-six (36) months. As used in this Lease A Hazardous Materials@ means any flammable, explosives, radioactive materials, asbestos containing materials, petroleum products, the group of organic compound known as polychlorinated biphenyls and other hazard wastes, toxic substances, or related materials, including without limitation, substances described as hazardous substances, hazardous materials, toxic substances, or solid waste in CERCLA, the Hazardous Materials Transportation Act and RCRA, as each of the foregoing may be amended from time to time.

LIMITATION OF LANDLORD’S LIABILITY

If Landlord becomes obligated to pay Tenant a money judgment arising out of any failure by Landlord to perform or observe any of the terms, covenants, conditions or provisions to be performed or observed by Landlord hereunder, Tenant shall be limited to the satisfaction of said money judgment solely to Landlord=s equity in the Property or any proceeds arising from the sale thereof, and no other property or assets of Landlord or the individual members or managers of Landlord shall be subject to levy, execution or any other enforcement procedures whatsoever for the satisfaction of said money judgment.

EXEMPTIONS

The Tenant hereby waives the benefit of any exemption under the Homestead or bankruptcy laws as to the obligations of this Lease and agrees to pay all expenses incurred in collecting the same, including reasonable attorney fees, in case the same shall not be paid when due.

INVALIDITY

If any one or more of the phrases, sentences, clauses or sections of this Lease shall be declared invalid by the final and unappealable order of any court having jurisdiction, the remainder of this Lease shall continue in full force and effect as if such phrase, sentence, clause or section had not been inserted.

APPLICABLE LAW

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. Tenant agrees and consents to the jurisdiction of the courts of Richmond County, Virginia, as the appropriate venue for any dispute which arises under the terms herein.

HOLDING OVER

Tenant shall pay to Landlord an amount as base weekly rental equal to 150% of the base weekly rental herein provided during each month or portion thereof for which Tenant shall retain possession of the Property or any part thereof after the termination of the term or of Tenant=s right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by the Landlord, whether direct or consequential, on account thereof. Such a holdover shall be as a tenant at will and all of the terms and provisions of this Lease shall be applicable during such period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the Lease except as may be herein provided. The provisions of this clause shall not be held to be a waiver by Landlord or any right of reentry, or any other rights of Landlord as provided under this Lease; nor shall the receipt of said payment or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for any breach of any of the covenants herein, or any other of Landlord=s rights hereunder.

ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied between them other than as herein set forth. This Lease is intended to be an integration of all prior and contemporaneous promises or agreements, conditions or undertakings between the parties hereto.

In addition, Landlord is afforded the benefit of such laws as may be applicable to Landlord under Virginia law.

Should this Lease not be fully executed and returned to Landlord within fifteen (15) days from the date hereof, this Lease will be null and void.

The parties, having read and understood the provisions of this Agreement, agree for their officers, directors, members, managers, successors and assigns to be bound thereby.

In Witness Whereof, this Agreement has been executed by each of the parties as of the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this lease as of the date first above written.

DUNBROOKE LLC, a Virginia Limited Liability Company

By: _____
Gregory N. Packett, Managing Member

COUNTY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this _ day of _____ 2025, by Gregory N. Packett, Managing Member of Dunbrooke LLC, a Virginia Limited Liability Company.

My commission expires:

Notary Public
Rise & Set Provisions LLC, a Virginia Limited Liability Company

By: _____
Heather Hulbert, Managing Member

COUNTY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this _ day of _____ 2025, by Heather Hulbert, Managing Member of Rise & Set Provisions LLC, a Virginia

Limited Liability Company.

My commission expires:

Notary Public